

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 48		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		CODE OP-OS	7. ADMINISTERED BY (If other than Item 6)		CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Praxair, Inc. Attn: Susanna Telford 55 Old Ridgebury Rd. Danbury, CT 06810		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
			10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

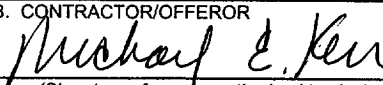
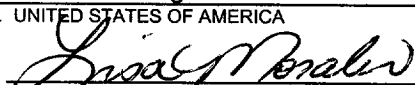
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, "Changes-Fixed Price (Aug 1987)"
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to (a) correct minor grammatical errors and (b) to add provisions for determining the Reimbursement Cap for each Contract Year in Table B-4.1.2.D. Replacement pages 12.5, 12.6, 13.1, 13.2, and 13.4 are attached, reflecting these changes.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Michael E. Kerr Director, Government and Aerospace Programs		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED April 22, 2002	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4/24/02

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

G. Credit for Use of Government Tankers

During the entire term of the contract the Government shall receive a credit of \$0.7085 per mile for each mile that a Government-owned/Contractor controlled tanker is utilized in the delivery of product to either a Government use location, a commercial customer, or between Contractor production and storage locations. All accrued credits during a specific month shall be identified on the invoice as a single line item and shall be deducted by the Contractor from the amount owed to the Contractor by the Government for that month.

H. Economic Price Adjustment Provision

1. The prices set forth in the above sections of this Article and annotated as "TBD" shall be subject to annual adjustment on December 1 of each year after the period December 1, 1995 through November 30, 1996, in accordance with the provisions herein. The period December 1, 1995 through November 30, 1996 shall be referred to as the "Baseline Year." The prices set forth in the above sections of this Article for the Baseline Year shall be referred to as the "Baseline Prices." Baseline Prices are not subject to adjustment under this provision.
2. The "Contract Year" prices for annual periods December 1, 1996 through November 30, 2000, were adjusted and computed based upon "N" factor specified below multiplied by the change from the Baseline Year of the Producer Price Index for Industrial Chemicals (PPI/IC) published by the Bureau of Labor Statistics. Price adjustments were computed using the following formula:

$$R = P \{1 + N[(C/B) - 1]\}$$

where:

R =	Revised annual price
P =	Baseline price
N =	For product for SSC, Tier 1 = 0.5174
=	For product for SSC, Tier 2 = 0.8693
=	For product for SSC, Tier 3 = 0.8284
=	For product for SSC, Tier 4 = 1.0000
=	For prices in Table B.4.D and Article B-4.E = 0.6737
C =	
B =	Base price index = 128.8

Delivered price, product price, and transportation price to unforecasted destinations shall be rounded to four decimal places. All other prices shall be rounded to the nearest cent.

The revised prices for the period 12/1/96 through 11/30/00 were computed using the PPI/IC published by the BLS. Each annual adjustment reflects the September index and was computed in accordance with the provisions of this article

3. The "TBD" prices for the annual periods December 1, 2000 through November 30, 2010, shall be computed using a 3-stack, composite index composed of three indexes published by the Bureau of Labor Statistics; for Electric Power – East South Central and Trucking except local, General Freight and by the New York Mercantile Exchange (NYME) for Henry Hub Natural Gas. Price adjustments shall be computed using the following formula:

$$R = P \{1 + N[(C/B) - 1]\}$$

where:

R =	Revised annual price
P =	Baseline price
N =	For product for SSC, Tier 1 = 0.7755
=	For product for SSC, Tier 2 = 0.8693
=	For product for SSC, Tier 3 = 0.8284
=	For product for SSC, Tier 4 = 1.0000
=	For prices in Table B.4.D and Article B-4.E = 0.6737
C =	Current price index
B =	Base price index = 128.8

Current Price

$$\text{Index} = 128.8 \times [\quad \times \text{HHNG}/\$1.56) + (40\% \times \text{EPPI}/99.83) + (32\% \times \text{AOPPI}/105.36)]$$

Where:

"HHNG" is the average for the twelve calendar month period (October through September) of the "Most Recent Settle" [the Most Recent Settlement Monthly Contract Price] for Henry Hub Natural Gas as reported by the New York Mercantile Exchange in October of the then-current year.

"EPPI" is the average for the twelve calendar month period (October through September) of the Producer Price Index PCU4981#136, Not Seasonally Adjusted, for Electric Power, East South Central as reported by the Bureau of Labor Statistics in October of the then current year.

"AOPPI" is the average for the twelve calendar month period (October through September) of the Producer Price Index PCU4213#3, Not Seasonally Adjusted, for Trucking except local, General Freight, as reported by the Bureau of Labor Statistics in October of the then-current year.

Delivered price, product price, and transportation price to unforecasted destinations shall be rounded to four decimal places. All other prices shall be rounded to the nearest cent.

As soon as possible after the publication of the applicable September BLS and NYME indexes, the revised applicable price shall be computed in accordance with the provisions of this Article, and the contract shall be modified by the Contracting Officer accordingly.

3. Reimbursements during the period December 1, 1997 through November 30, 2010.
- a. Beginning with the contract year starting December 1, 1997, the Contractor shall reimburse the Government, for each pound of LH₂ acquired from the other dual source, an amount equal to the difference between the values reflected in Table B-4.I.1., Values for Determining Reimbursements, and the corresponding prices reflected in Table B-4.C, for the applicable year and tier. This difference is captured in Table B-4.I.2., Reimbursement Rate. Reimbursement under this Article applies only to product delivered by the other dual source that counts toward the PCT's (see Article B-3.D.3) and only up to 6,000,000 pounds per contract year delivered by the other dual source. See also Article B-3.D.3, last paragraph.
 - b. The values used for determining reimbursements for the annual periods December 1, 1997 through November 30, 2000 as reflected in Table B-4.I.1 were computed using the following formula:

$$R=B\{1+.95[(C/128.8)-1]\}$$

where:

R = Revised annual value rounded to four decimal places

B = Baseline value from Table B-4.I.1.

C =

- c. The values used for determining reimbursements for the annual periods December 1, 2000 through November 30, 2010 as reflected in Table B-4.I.1 will be those values from the dual source contract computed with the replacement EPA formula from Modification No. 60 to NAS10-12150.

In the event the values for determining reimbursements reflected in Table B-4.I.1 should be less than the corresponding prices reflected in Table B-4.C for the applicable Contract Year and tier, then any cost savings resulting from application of these two Tables may be used only to offset other reimbursements due for product acquired from the other dual source during the current and/or subsequent Contract Years. No Government payments for any such savings will be made, and the Contractor shall have no entitlement to share in any such savings beyond off-sets to reimbursements due the Government.

This formula shall not be subject to revision in the event the economic price adjustment provision in the other dual source's contract NAS10-12150 with NASA is altered unless such alteration, if it occurs, results in lower revised annual prices than would be the case if said provision was not altered. Should this occur, then the above formula will be adjusted by mutual agreement to be consistent with such alteration of the other dual source's economic price adjustment provision.

For the period December 1, 1997 through November 30, 2000, the applicable economic price adjustment provision in the other dual source's contract NAS10-12150 with NASA for purposes of this provision is the one in effect under Modification No. 30 to NAS10-12150.

For the period December 1, 2000 through November 30, 2010, the applicable economic price adjustment provision in the other dual source's contract NAS10-12150 with NASA for purposes of this provision is the one in effect under Modification No. 60 to NAS10-12150.

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/00 – 11/30/01	0.0797	(0.0098)	0.3382
12/01/01 – 11/30/02	0.1243	(0.0162)	0.4131

C. Effective 12/01/00, the reimbursement for the applicable Contract Year will be capped (the “Reimbursement Cap”) to the following maximum amount of Contractor’s obligation to NASA under the dual source arrangement as follows:

<u>Contract Year</u>	<u>Reimbursement Cap</u>
12/01/00 – 11/30/01	\$230,440.00
12/01/01 – 11/30/02	\$237,353.20
12/01/02 – 11/30/03	\$244,236.44
12/01/03 – 11/30/04	\$250,830.83
12/01/04 – 11/30/05	\$257,352.43
12/01/05 – 11/30/06	\$264,558.30
12/01/06 – 11/30/07	\$271,965.93
12/01/07 – 11/30/08	\$279,580.97
12/01/08 – 11/30/09	\$287,409.24
12/01/09 – 11/30/10	\$295,456.70

D. The Reimbursement Cap will be applied after determining the amount of the reimbursement due for the applicable Contract Year. If the amount of the reimbursement due for the applicable Contract Year is greater than the Reimbursement Cap, then Contractor’s reimbursement obligation will be equal to the Reimbursement Cap for such Contract Year. If the amount of the reimbursement due for the applicable Contract Year is less than or equal to the Reimbursement Cap for such Contract Year, then the Contractor’s reimbursement obligation will be equal to the actual amount of the reimbursement due for such Contract Year.

To the extent that Contractor accrues off-set(s) during any Contract Year(s) as provided in the second paragraph of Article B-4.I.3.c., Contractor may at the end of any Contract Year, upon written notice to NASA, elect to apply such off-set(s) against Contractor’s reimbursement obligation for such Contract Year. Contractor will specify the amount of the off-set that is to be applied against Contractor’s reimbursement obligation for such Contract Year. Such off-set will be applied against Contractor’s reimbursement obligation prior to the application of the Reimbursement Cap as provided above.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 49	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6)	CODE	
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Praxair, Inc. Attn: Susanna Telford 55 Old Ridgebury Rd. Danbury, CT 06810			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
			10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

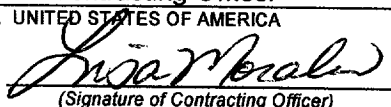
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Table G-3A as reflected in the attached page 34.2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 5/23/02

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

<u>ORDER NO.</u>	<u>FOR MONTH OF</u>	<u>DELIVERY ORDER FUNDING</u>	<u>MONTHLY FORECAST</u>	<u>VALUE OF DELIVERIES</u>	<u>QUANTITY DELIVERED</u>
NS7509	Dec-00	\$ 3,095,000	525,000	\$2,362,184	393,520
NS7509	Jan-01	\$ -	896,119	\$487,874	846,714
NS7509	Feb-01	\$ -	467,000	\$158,236	296,675
NS7509	Mar-01	\$ 1,400,000	467,000	\$263,320	493,401
NS7509	Apr-01	\$ -	593,000	\$224,553	417,473
NS7509	May-01	\$ -	605,718	\$420,391	786,800
NS7509	Jun-01	\$ -	1,289,539	\$389,226	726,362
NS7509	Jul-01	\$ 2,000,000	711,437	\$301,735	495,182
NS7509	Aug-01	\$ -	648,194	\$1,037,495	648,943
NS7509	Sep-01	\$ -	436,037	\$241,668	341,307
NS7509	Oct-01	\$ 500,000	387,275	\$238,713	333,065
NS7509	Nov-01		533,706	\$609,585	426,620
NS7509	Dec-01	\$ 2,000,000	495,585	\$1,417,455	531,452
NS7509	Jan-02	\$ 2,000,000	446,968	\$1,069,411	401,400
NS7509	Feb-02		205,711	\$645,001	242,360
NS7509	Mar-02		214,242	\$573,364	215,556
NS7509	Apr-02	\$ 800,000	96,425	(\$106,172)	39,580
FUNDING:					
DELIVERY ORDER FUNDING:				\$11,795,000	
VALUE OF DELIVERIES:				\$10,334,039	
BALANCE REMAINING:				<u>\$1,460,961</u>	
CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:				\$10,334,039	7,636,410

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 50	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6)	CODE	
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.	
Praxair, Inc. Attn: Susanna Telford 55 Old Ridgebury Rd. Danbury, CT 06810			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100	
			10B. DATED (SEE ITEM 13) August 09, 1994	
CODE	FACILITY CODE			

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A


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(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

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15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 9/30/02
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
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NS7509	Apr-02	\$ 800,000	96,425	(\$106,172)	39,580
NS7509	May-02		429,167	\$173,702.49	213,451
NS7509	Jun-02		274,391	\$165,809.00	215,400
NS7509	Jul-02		577,779	\$312,047.00	405,236
NS7509	Aug-02		466,058	\$290,494.00	380,184

FUNDING:

DELIVERY ORDER FUNDING:

\$11,795,000

VALUE OF DELIVERIES:

\$11,276,092

BALANCE REMAINING:

\$518,908

CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:

\$11,276,092

8,850,681

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 51		3. EFFECTIVE DATE December 1, 2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		OP-OS	7. ADMINISTERED BY (If other than Item 6)		CODE
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899					

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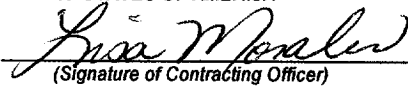
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Article B-4.H., Economic Price Adjustment Provision
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Modification is to establish pricing the applicable prices for the period of 12/01/02 through 11/30/03, pursuant to Article B-4.H, Economic Price Adjustment Provision.

Replacement pages 12.2, 12.3, 12.4, 13.3, and 13.4 are attached, reflecting this change.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa Morales Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	12/10/97	BY  (Signature of Contracting Officer)	11/8/02

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

December 1, 1997 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(2), Economic Price Adjustment Provision

Contract Year	Tier 1(\$) First 400,000 lbs.	Tier 2 (\$) Next 3,600,000 lbs.	Tier 3 (\$) Next 2,000,000 lbs.	Tier 4 (\$) Over 6,000,000 lbs.
Baseline Values*	\$ 5.5463	\$ 0.4783	\$ 0.5532	\$ 1.6178
12/01/97-11/30/98	\$ 5.5129	\$ 0.4735	\$ 0.5479	\$ 1.5990
12/01/98-11/30/99	\$ 5.3436	\$ 0.4489	\$ 0.5208	\$ 1.5035
12/01/99-11/30/00	\$ 5.3369	\$ 0.4480	\$ 0.5198	\$ 1.4997

December 1, 2000 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(3), Economic Price Adjustment Provision

Contract Year	Tier 1(\$) First 1,500,000 lbs.	Tier 2 (\$) Next 2,500,000 lbs.	Tier 3 (\$) Next 2,000,000 lbs.	Tier 4 (\$)** Over 6,000,000 lbs.
Baseline Values**	\$ 1.7306	\$ 0.4783	\$ 0.5532	\$ 1.6178
12/01/00-11/30/01	\$ 2.2203	\$ 0.6300	\$ 0.7204	\$ 2.2081
12/01/01-11/30/02	\$ 2.6778	\$ 0.7717	\$ 0.8766	\$ 2.7596
12/01/02-11/30/03	\$ 2.1703	\$ 0.6145	\$ 0.7033	\$ 2.1479
12/01/03-11/30/04	TBD****	TBD****	TBD****	TBD****
12/01/04-11/30/05	TBD****	TBD****	TBD****	TBD****
12/01/05-11/30/06	TBD****	TBD****	TBD****	TBD****
12/01/06-11/30/07	TBD****	TBD****	TBD****	TBD****
12/01/07-11/30/08	TBD****	TBD****	TBD****	TBD****
12/01/08-11/30/09	TBD****	TBD****	TBD****	TBD****
12/01/09-11/30/10	TBD****	TBD****	TBD****	TBD****

* The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), Economic Price Adjustment Provision.

** The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), Economic Price Adjustment Provision.

*** Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

****To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

TABLE B-4.D Product Prices and Transportation Charges for Unforecasted Destinations

(All product prices are per pound and apply to cumulative quantities of delivered product)

<u>Contract Year</u>	<u>Product Prices (\$)</u>	<u>Transportation Charges Per Mile (\$)</u>
12/01/95-11/30/96	0.8379	2.4171
12/01/96-11/30/97	0.8317	2.3994
12/01/97-11/30/98	0.8313	2.3981
12/01/98-11/30/99	0.7980	2.3020
12/01/99-11/30/00	0.7967	2.2983
12/01/00-11/30/01	1.0439	3.0113
12/01/01-11/30/02	1.2360	3.5655
12/01/02-11/30/03	1.0229	2.9506
12/01/03-11/30/04	TBD*	TBD*
12/01/04-11/30/05	TBD*	TBD*
12/01/05-11/30/06	TBD*	TBD*
12/01/06-11/30/07	TBD*	TBD*
12/01/07-11/30/08	TBD*	TBD*
12/01/08-11/30/09	TBD*	TBD*
12/01/09-11/30/10	TBD*	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

<u>Contract Year</u>	<u>Price</u>
12/01/95-11/30/96	\$1,230.65
12/01/96-11/30/97	1,221.61
12/01/97-11/30/98	1,220.99
12/01/98-11/30/99	1,172.07
12/01/99-11/30/00	1,170.14
12/01/00-11/30-01	1,533.19
12/01/01-11/30/02	1,815.34
12/01/02-11/30-03	1,502.29
12/01/03-11/30-04	TBD*
12/01/04-11/30/05	TBD*
12/01/05-11/30/06	TBD*
12/01/06-11/30-07	TBD*
12/01/07-11/30/08	TBD*
12/01/08-11/30/09	TBD*
12/01/09-11/30/10	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. Demurrage Charges

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

<u>Period</u>	<u>Charge</u>
12/01/95 to 11/30/98	\$23.55
12/01/98 to 11/30/01	26.35
12/01/01 to 11/30/04	29.49
12/01/04 to 11/30/07	33.03
12/01/07 to 11/30/10	37.01

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	5.5463	0.4783	0.8342
12/01/97-11/30/98	5.4849	0.4730	0.8250
12/01/98-11/30/99	5.1740	0.4462	0.7782
12/01/99-11/30/00	5.1618	0.4451	0.7764

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	1.8125	0.4887	0.8342
12/01/00-11/30/01	2.3000	0.6202	1.0586
12/01/01-11/30/02	2.8021	0.7555	1.2897
12/01/02-11/30/03	2.2874	0.6167	1.0528
12/01/03-11/30/04	TBD**	TBD**	TBD**
12/01/04-11/30/05	TBD**	TBD**	TBD**
12/01/05-11/30/06	TBD**	TBD**	TBD**
12/01/06-11/30/07	TBD**	TBD**	TBD**
12/01/07-11/30/08	TBD**	TBD**	TBD**
12/01/08-11/30/09	TBD**	TBD**	TBD**
12/01/09-11/30/10	TBD**	TBD**	TBD**

* The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

** To be determined pursuant to Article B-4.I.3.(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/97 - 11/30/98	(0.0279)	(0.0004)	0.2771
12/01/98 - 11/30/99	(0.1695)	(0.0027)	0.2574
12/01/99 - 11/30/00	(0.1751)	(0.0028)	0.2566

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/00 – 11/30/01	0.0797	(0.0098)	0.3382
12/01/01 – 11/30/02	0.1243	(0.0162)	0.4131
12/01/02 – 11/30/03	0.1171	0.0022	0.3495

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

<u>Contract Year</u>	<u>Reimbursement Cap</u>
12/01/00 – 11/30/01	\$230,440.00
12/01/01 – 11/30/02	\$237,353.20
12/01/02 – 11/30/03	\$244,236.44
12/01/03 – 11/30/04	\$250,830.83
12/01/04 – 11/30/05	\$257,352.43
12/01/05 – 11/30/06	\$264,558.30
12/01/06 – 11/30/07	\$271,965.93
12/01/07 – 11/30/08	\$279,580.97
12/01/08 – 11/30/09	\$287,409.24
12/01/09 – 11/30/10	\$295,456.70

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 52	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6)		CODE
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Praxair, Inc. Attn: Susanna Telford 55 Old Ridgebury Rd. Danbury, CT 06810 VLD: 0020199		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100	
			10B. DATED (SEE ITEM 13) August 09, 1994	
CAGE CODE DLV01	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

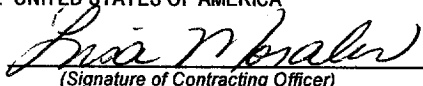
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Table G-3A as reflected in the attached page 34.2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 11/18/02

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
NS7509	Dec-00	\$ 3,095,000	525,000	\$2,362,184	393,520
NS7509	Jan-01	\$ -	896,119	\$487,874	846,714
NS7509	Feb-01	\$ -	467,000	\$158,236	296,675
NS7509	Mar-01	\$ 1,400,000	467,000	\$263,320	493,401
NS7509	Apr-01	\$ -	593,000	\$224,553	417,473
NS7509	May-01	\$ -	605,718	\$420,391	786,800
NS7509	Jun-01	\$ -	1,289,539	\$389,226	726,362
NS7509	Jul-01	\$ 2,000,000	711,437	\$301,735	495,182
NS7509	Aug-01	\$ -	648,194	\$1,037,495	648,943
NS7509	Sep-01	\$ -	436,037	\$241,668	341,307
NS7509	Oct-01	\$ 500,000	387,275	\$238,713	333,065
NS7509	Nov-01		533,706	\$609,585	426,620
NS7509	Dec-01	\$ 2,000,000	495,585	\$1,417,455	531,452
NS7509	Jan-02	\$ 2,000,000	446,968	\$1,069,411	401,400
NS7509	Feb-02		205,711	\$645,001	242,360
NS7509	Mar-02		214,242	\$573,364	215,556
NS7509	Apr-02	\$ 800,000	96,425	(\$106,172)	39,580
NS7509	May-02		429,167	\$173,702.49	213,451
NS7509	Jun-02		274,391	\$165,809.00	215,400
NS7509	Jul-02		577,779	\$312,047.00	405,236
NS7509	Aug-02		466,058	\$290,494.00	380,184
NS7509	Sep-02	443,550.62	694,067	\$194,923.00	255,112
NS7509	Oct-02	750,000.00	789,279	\$648,074.00	849,239
FUNDING:					
DELIVERY ORDER FUNDING:				\$12,988,551	
VALUE OF DELIVERIES:				\$12,119,089	
BALANCE REMAINING:				<u>\$869,462</u>	
CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:				\$12,119,089	9,955,032

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 1		
2. AMENDMENT/MODIFICATION NO. 53		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		OP-OS		7. ADMINISTERED BY (If other than Item 6)		CODE	
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100	
						10B. DATED (SEE ITEM 13) August 09, 1994	
CAGE CODE 0LV01		FACILITY CODE VID 0020199					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

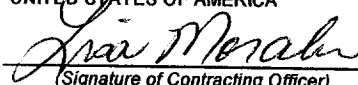
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Table G-3A as reflected in the attached page 34.2.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/19/02
(Signature of person authorized to sign)			

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
NS7509	Dec-00	\$ 3,095,000	525,000	\$2,362,184	393,520
NS7509	Jan-01	\$ -	896,119	\$487,874	846,714
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NS7509	Mar-01	\$ 1,400,000	467,000	\$263,320	493,401
NS7509	Apr-01	\$ -	593,000	\$224,553	417,473
NS7509	May-01	\$ -	605,718	\$420,391	786,800
NS7509	Jun-01	\$ -	1,289,539	\$389,226	726,362
NS7509	Jul-01	\$ 2,000,000	711,437	\$301,735	495,182
NS7509	Aug-01	\$ -	648,194	\$1,037,495	648,943
NS7509	Sep-01	\$ -	436,037	\$241,668	341,307
NS7509	Oct-01	\$ 500,000	387,275	\$238,713	333,065
NS7509	Nov-01		533,706	\$609,585	426,620
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NS7509	Mar-02		214,242	\$573,364	215,556
NS7509	Apr-02	\$ 800,000	96,425	(\$106,172)	39,580
NS7509	May-02		429,167	\$173,702	213,451
NS7509	Jun-02		274,391	\$165,809	215,400
NS7509	Jul-02		577,779	\$312,047	405,236
NS7509	Aug-02		466,058	\$290,494	380,184
NS7509	Sep-02	443,550.62	694,067	\$194,923	255,112
NS7509	Oct-02	750,000.00	789,279	\$648,075	849,239
NS7509	Nov-02		395,279	\$206,973	271,600
FUNDING:					
DELIVERY ORDER FUNDING:				\$12,988,551	
VALUE OF DELIVERIES:				\$12,326,062	
BALANCE REMAINING:				<u>\$662,488</u>	
CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:				\$12,326,062	10,226,632

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 1									
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">54</div>		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)									
6. ISSUED BY <div style="text-align: center;">CODE</div>		<div style="text-align: center;">OP-OS</div>		7. ADMINISTERED BY (If other than Item 6) <div style="text-align: center;">CODE</div>											
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899															
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810				9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. <div style="text-align: center;">NAS10-12100</div> 10B. DATED (SEE ITEM 13) <div style="text-align: center;">August 09, 1994</div>											
CODE		FACILITY CODE													
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:															
(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (If required) <div style="text-align: center;">N/A</div>															
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">(x)</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td style="text-align: center;">X</td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>								(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		D. OTHER (Specify type of modification and authority)
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:														
	D. OTHER (Specify type of modification and authority)														
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <div style="text-align: center;"> The purpose of this modification is to (a) update Points of Contact for Stennis Space Center and (b) update Table G-3A. Replacement pages 27 and 34.2 reflecting these changes are attached and made a part of this contract. </div>															
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)											
				Lisa Morales Contracting Officer											
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED									
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		3/19/03									
NSN 7540-01-152-8070				30-105											
PREVIOUS EDITION UNUSABLE				STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243											

SECTION F

DELIVERIES OR PERFORMANCE

ARTICLE F-1 DELIVERY POINTS

Delivery instructions and locations will be set forth in individual delivery orders. The anticipated delivery points and normal receiving hours for tankers are as follows:

Specified DestinationsNormal Receiving Hours (Local Time)^{1,2}

Stennis Space Center (SSC)³
Bay St. Louis, MS

7 a.m. – 10:00 p.m.

NOTE 1: In scheduling round-trip time, Contractor should allow approximately one hour for check-in procedures at delivery points.

NOTE 2: As authorized and scheduled by the Contracting Officer, or his designated representative, the Government will accept product on a 24-hour per day basis.

NOTE 3: To facilitate initial deliveries to SSC via tanker by the other dual source, the Contractor will provide six interface adapters to the dual source for use in unloading LH₂ transfer facility.

POINTS OF CONTACT:

Requirements Point of Contact (RPC)	Contracting Point of Contact (CPC)	Finance Point of Contact (FPC)
Gloria Jordan Lockheed Martin Building 8301 SSC, MS 39529 (228) 688-2250	Beth Bradley NASA/BA31 Building 1100 SSC, MS 39529 (228) 688-3764	Michele Logan NASA/BA22 Building 1100 SSC, MS 39529 (228) 688-2606

ARTICLE F-2 ORDERING PROCEDURES

A. To the maximum extent possible, the Contracting Officer or authorized Contracting Point of Contact (CPC) will issue written delivery orders (DOs) prior to the first day of the month, quarter, or other mutually acceptable period of time to cover the delivery point's projected requirement not-to-exceed one year. The DOs will be issued in writing on a Standard Form 1449, Optional Form 347, or equivalent, and will include:

1. Estimated quantity of product to be delivered during the effective period of the order. The Contractor shall not deliver more than this quantity without the prior approval of the Contracting Officer or the respective CPC.
2. Contract Number and Delivery Order Number.
3. Period in which deliveries shall be made pursuant to such orders.
4. Receiving destination(s).
5. Necessary shipping instructions, including "Mark For" data.
6. The Delivery Order value and the total funds available (Articles G-2 and G-3).

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

<u>ORDER NO.</u>	<u>FOR MONTH OF</u>	<u>DELIVERY ORDER FUNDING</u>	<u>MONTHLY FORECAST</u>	<u>VALUE OF DELIVERIES</u>	<u>QUANTITY DELIVERED</u>
NS7509	Dec-00	\$ 3,095,000	525,000	\$2,362,184	393,520
NS7509	Jan-01	\$ -	896,119	\$487,874	846,714
NS7509	Feb-01	\$ -	467,000	\$158,236	296,875
NS7509	Mar-01	\$ 1,400,000	467,000	\$263,320	493,401
NS7509	Apr-01	\$ -	593,000	\$224,553	417,473
NS7509	May-01	\$ -	605,718	\$420,391	786,800
NS7509	Jun-01	\$ -	1,289,539	\$389,226	726,362
NS7509	Jul-01	\$ 2,000,000	711,437	\$301,735	495,182
NS7509	Aug-01	\$ -	648,194	\$1,037,495	648,943
NS7509	Sep-01	\$ -	436,037	\$241,668	341,307
NS7509	Oct-01	\$ 500,000	387,275	\$238,713	333,065
NS7509	Nov-01		533,706	\$609,585	426,620
NS7509	Dec-01	\$ 2,000,000	495,585	\$1,417,455	531,452
NS7509	Jan-02	\$ 2,000,000	446,968	\$1,069,411	401,400
NS7509	Feb-02		205,711	\$645,001	242,360
NS7509	Mar-02		214,242	\$573,364	215,556
NS7509	Apr-02	\$ 800,000	96,425	(\$106,172)	39,580
NS7509	May-02		429,167	\$173,702	213,451
NS7509	Jun-02		274,391	\$165,809	215,400
NS7509	Jul-02		577,779	\$312,047	405,236
NS7509	Aug-02		466,058	\$290,494	380,184
NS7509	Sep-02	443,550.62	694,067	\$194,923	255,112
NS7509	Oct-02	750,000.00	789,279	\$648,075	849,239
NS7509	Nov-02		395,279	\$206,973	271,600
NS7509	Dec-02	1,000,000.00	409,279	\$160,937	108,800
NS7509	Jan-03		347,750	\$717,253	332,480

FUNDING:

DELIVERY ORDER FUNDING:

\$13,988,551

VALUE OF DELIVERIES:

\$13,204,252

BALANCE REMAINING:

\$784,298

CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:

\$13,204,252

10,667,912

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 55		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		OP-OS	7. ADMINISTERED BY (If other than Item 6)		CODE
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)			(x)	9A. AMENDMENT OF SOLICITATION NO.	
Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100	
				10B. DATED (SEE ITEM 13) August 09, 1994	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

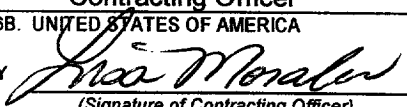
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Table G-3A as reflected in the attached page 34.2.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/18/03
(Signature of person authorized to sign)			

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
NS7509	Dec-00	\$ 3,095,000	525,000	\$2,362,184	393,520
NS7509	Jan-01	\$ -	896,119	\$487,874	846,714
NS7509	Feb-01	\$ -	467,000	\$158,236	296,675
NS7509	Mar-01	\$ 1,400,000	467,000	\$263,320	493,401
NS7509	Apr-01	\$ -	593,000	\$224,553	417,473
NS7509	May-01	\$ -	605,718	\$420,391	786,800
NS7509	Jun-01	\$ -	1,289,539	\$389,226	726,362
NS7509	Jul-01	\$ 2,000,000	711,437	\$301,735	495,182
NS7509	Aug-01	\$ -	648,194	\$1,037,495	648,943
NS7509	Sep-01	\$ -	436,037	\$241,668	341,307
NS7509	Oct-01	\$ 500,000	387,275	\$238,713	333,065
NS7509	Nov-01		533,706	\$609,585	426,620
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NS7509	Mar-02		214,242	\$573,364	215,556
NS7509	Apr-02	\$ 800,000	96,425	(\$106,172)	39,580
NS7509	May-02		429,167	\$173,702	213,451
NS7509	Jun-02		274,391	\$165,809	215,400
NS7509	Jul-02		577,779	\$312,047	405,236
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NS7509	Nov-02		395,279	\$206,973	271,600
NS7509	Dec-02	1,000,000.00	409,279	\$160,937	108,800
NS7509	Jan-03	141,667.00	347,750	\$717,253	332,480
NS7509	Feb-03		548,139	\$949,980	441,123
NS7509	Mar-03	2,167,648.00	596,915	\$877,340	407,580
NS7509	Apr-03	1,000,000.00	306,385	\$568,447	404,560
NS7509	May-03		337,664	\$138,533	230,116
FUNDING:					
DELIVERY ORDER FUNDING:				\$17,297,866	
VALUE OF DELIVERIES:				\$15,738,553	
BALANCE REMAINING:				<u>\$1,559,313</u>	
CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:				\$15,738,553	12,151,291

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 56		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		OP-OS		7. ADMINISTERED BY (If other than Item 6) CODE		
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899						
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810				9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100 10B. DATED (SEE ITEM 13) August 09, 1994		
CODE		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Table G-3A as reflected in the attached page 34.2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
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NS7509	Jul-01	\$ 2,000,000	711,437	\$301,735	495,182
NS7509	Aug-01	\$ -	648,194	\$1,037,495	648,943
NS7509	Sep-01	\$ -	436,037	\$241,668	341,307
NS7509	Oct-01	\$ 500,000	387,275	\$238,713	333,065
NS7509	Nov-01		533,706	\$609,585	426,620
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NS7509	Apr-03	1,000,000.00	306,385	\$568,447	404,560
NS7509	May-03		337,664	\$138,533	230,116
NS7509	Jun-03		231,276	\$39,364	64,220
NS7509	Jul-03	405,000.00	217,000	\$170,870	281,424
FUNDING:					
DELIVERY ORDER FUNDING:				\$17,702,866	
VALUE OF DELIVERIES:				\$15,948,787	
BALANCE REMAINING:				<u>\$1,754,079</u>	
CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:				\$15,948,787	12,496,935

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 57	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6) CODE		
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.
Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
		10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

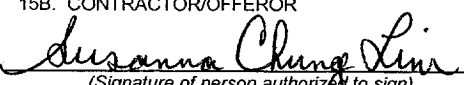
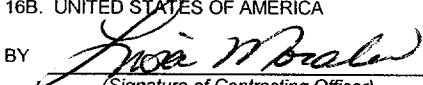
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, Changes and mutual agreement of the parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to (a) incorporate updated Article G-6, NFS 18-52.245-73 and (b) delete Article G-7. This change is incorporated as a no cost change. Replacement pages 32 and 33 are attached and made a part of this contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print) Susanna Chung Lim Account Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/09/03
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/10/03

NSN 7540-01-152-8070

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FAR (48 CFR) 53.243

C. The Contractor shall be responsible to inspect all GFP prior to their transfer and shall notify the Government of any discrepancies. The Government will take appropriate action, at no cost to the Contractor, prior to transfer, to correct all discrepancies to the Contractor's satisfaction. At a schedule mutually acceptable to both the Contractor and the Government, this inspection process and discrepancy correction will be made in a timely manner prior to the performance period for LH₂ delivery.

ARTICLE G-5 CONTRACTOR LIABILITY FOR GFP

NOTE: This article applies at the time Contractor assumes responsibility for GFP (execution of DD Form 1149).

The Contractor shall provide insurance coverage for the Government-furnished conveyances to the same degree the Contractor-owned conveyances are covered for delivery of LH₂ to commercial customers, other Government customers, and/or between Contractor production and storage locations.

ARTICLE G-6 18-52.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (AUGUST 2001)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: John F. Kennedy Space Center, NASA, Attn: TA-E1, Chief, Industrial Property Office, Kennedy Space Center, FL 32899, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15*. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15*. The Contracting Officer may, in

NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by NASA. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

*Deviation for the NF 1018 reporting date changed per NASA Procurement Information Circular PIC 03-18 dated September 4, 2003.

ARTICLE G-7 Deleted (per Modification No. 57)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 58	3. EFFECTIVE DATE December 1, 2003	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899	CODE OP-OS	7. ADMINISTERED BY (If other than Item 6)		CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Praxair, Inc. Attn: Susanna Telford 55 Old Ridgebury Rd. Danbury, CT 06810	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
		10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

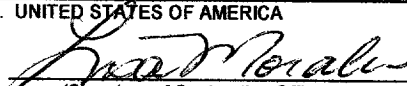
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Article B-4.H., Economic Price Adjustment Provision
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Modification is to establish pricing the applicable prices for the period of 12/01/03 through 11/30/04 pursuant to Article B-4.H., Economic Price Adjustment Provision.

Replacement pages 12.2, 12.3, 12.4, 13.3, and 13.4 are attached, reflecting this change.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 12/10/97	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/7/03
(Signature of person authorized to sign)			

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TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

December 1, 1997 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(2), Economic Price Adjustment Provision

Contract Year	Tier 1(\$) First 400,000 lbs.		Tier 2 (\$) Next 3,600,000 lbs.		Tier 3 (\$) Next 2,000,000 lbs.		Tier 4 (\$) Over 6,000,000 lbs.	
Baseline Values*	\$	5.5463	\$	0.4783	\$	0.5532	\$	1.6178
12/01/97-11/30/98	\$	5.5129	\$	0.4735	\$	0.5479	\$	1.5990
12/01/98-11/30/99	\$	5.3436	\$	0.4489	\$	0.5208	\$	1.5035
12/01/99-11/30/00	\$	5.3369	\$	0.4480	\$	0.5198	\$	1.4997

December 1, 2000 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(3), Economic Price Adjustment Provision

Contract Year	Tier 1(\$) First 1,500,000 lbs.		Tier 2 (\$) Next 2,500,000 lbs.		Tier 3 (\$) Next 2,000,000 lbs.		Tier 4 (\$)** Over 6,000,000 lbs.	
Baseline Values**	\$	1.7306	\$	0.4783	\$	0.5532	\$	1.6178
12/01/00-11/30/01	\$	2.2203	\$	0.6300	\$	0.7204	\$	2.2081
12/01/01-11/30/02	\$	2.6778	\$	0.7717	\$	0.8766	\$	2.7596
12/01/02-11/30/03	\$	2.1703	\$	0.6145	\$	0.7033	\$	2.1479
12/01/03-11/30/04	\$	2.7674	\$	0.7995	\$	0.9072	\$	2.8676
12/01/04-11/30/05		TBD****		TBD****		TBD****		TBD****
12/01/05-11/30/06		TBD****		TBD****		TBD****		TBD****
12/01/06-11/30/07		TBD****		TBD****		TBD****		TBD****
12/01/07-11/30/08		TBD****		TBD****		TBD****		TBD****
12/01/08-11/30/09		TBD****		TBD****		TBD****		TBD****
12/01/09-11/30/10		TBD****		TBD****		TBD****		TBD****

* The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), Economic Price Adjustment Provision.

** The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), Economic Price Adjustment Provision.

*** Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

****To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

TABLE B-4.D Product Prices and Transportation Charges for Unforecasted Destinations

(All product prices are per pound and apply to cumulative quantities of delivered product)

<u>Contract Year</u>	<u>Product Prices (\$)</u>	<u>Transportation Charges Per Mile (\$)</u>
12/01/95-11/30/96	0.8379	2.4171
12/01/96-11/30/97	0.8317	2.3994
12/01/97-11/30/98	0.8313	2.3981
12/01/98-11/30/99	0.7980	2.3020
12/01/99-11/30/00	0.7967	2.2983
12/01/00-11/30/01	1.0439	3.0113
12/01/01-11/30/02	1.2360	3.5655
12/01/02-11/30/03	1.0229	2.9506
12/01/03-11/30/04	1.2740	3.6751
12/01/04-11/30/05	TBD*	TBD*
12/01/05-11/30/06	TBD*	TBD*
12/01/06-11/30/07	TBD*	TBD*
12/01/07-11/30/08	TBD*	TBD*
12/01/08-11/30/09	TBD*	TBD*
12/01/09-11/30/10	TBD*	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

<u>Contract Year</u>	<u>Price</u>
12/01/95-11/30/96	\$1,230.65
12/01/96-11/30/97	1,221.61
12/01/97-11/30/98	1,220.99
12/01/98-11/30/99	1,172.07
12/01/99-11/30/00	1,170.14
12/01/00-11/30-01	1,533.19
12/01/01-11/30/02	1,815.34
12/01/02-11/30-03	1,502.29
12/01/03-11/30-04	1,871.13
12/01/04-11/30/05	TBD*
12/01/05-11/30/06	TBD*
12/01/06-11/30-07	TBD*
12/01/07-11/30/08	TBD*
12/01/08-11/30/09	TBD*
12/01/09-11/30/10	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. Demurrage Charges

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

<u>Period</u>	<u>Charge</u>
12/01/95 to 11/30/98	\$23.55
12/01/98 to 11/30/01	26.35
12/01/01 to 11/30/04	29.49
12/01/04 to 11/30/07	33.03
12/01/07 to 11/30/10	37.01

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	5.5463	0.4783	0.8342
12/01/97-11/30/98	5.4849	0.4730	0.8250
12/01/98-11/30/99	5.1740	0.4462	0.7782
12/01/99-11/30/00	5.1618	0.4451	0.7764

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	1.8125	0.4887	0.8342
12/01/00-11/30/01	2.3000	0.6202	1.0586
12/01/01-11/30/02	2.8021	0.7555	1.2897
12/01/02-11/30/03	2.2874	0.6167	1.0528
12/01/03-11/30/04	2.8964	0.7809	1.3331
12/01/04-11/30/05	TBD**	TBD**	TBD**
12/01/05-11/30/06	TBD**	TBD**	TBD**
12/01/06-11/30/07	TBD**	TBD**	TBD**
12/01/07-11/30/08	TBD**	TBD**	TBD**
12/01/08-11/30/09	TBD**	TBD**	TBD**
12/01/09-11/30/10	TBD**	TBD**	TBD**

* The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

** To be determined pursuant to Article B-4.I.3.(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/97 - 11/30/98	(0.0279)	(0.0004)	0.2771
12/01/98 - 11/30/99	(0.1695)	(0.0027)	0.2574
12/01/99 - 11/30/00	(0.1751)	(0.0028)	0.2566

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/00 – 11/30/01	0.0797	(0.0098)	0.3382
12/01/01 – 11/30/02	0.1243	(0.0162)	0.4131
12/01/02 – 11/30/03	0.1171	0.0022	0.3495
12/01/03 – 11/30/04	0.1290	(0.0186)	0.4259

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

<u>Contract Year</u>	<u>Reimbursement Cap</u>
12/01/00 – 11/30/01	\$230,440.00
12/01/01 – 11/30/02	\$237,353.20
12/01/02 – 11/30/03	\$244,236.44
12/01/03 – 11/30/04	\$250,830.83
12/01/04 – 11/30/05	\$257,352.43
12/01/05 – 11/30/06	\$264,558.30
12/01/06 – 11/30/07	\$271,965.93
12/01/07 – 11/30/08	\$279,580.97
12/01/08 – 11/30/09	\$287,409.24
12/01/09 – 11/30/10	\$295,456.70

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 59	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6)	CODE	
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810			
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
			10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A


13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Table G-3A as reflected in the attached page 34.2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

<u>ORDER NO.</u>	<u>FOR MONTH OF</u>	<u>DELIVERY ORDER FUNDING</u>	<u>MONTHLY FORECAST</u>	<u>VALUE OF DELIVERIES</u>	<u>QUANTITY DELIVERED</u>
NS7509	Dec-00	\$ 3,095,000	525,000	\$2,362,184	393,520
NS7509	Jan-01	\$ -	896,119	\$487,874	846,714
NS7509	Feb-01	\$ -	467,000	\$158,236	296,675
NS7509	Mar-01	\$ 1,400,000	467,000	\$263,320	493,401
NS7509	Apr-01	\$ -	593,000	\$224,553	417,473
NS7509	May-01	\$ -	605,718	\$420,391	786,800
NS7509	Jun-01	\$ -	1,289,539	\$389,226	726,362
NS7509	Jul-01	\$ 2,000,000	711,437	\$301,735	495,182
NS7509	Aug-01	\$ -	648,194	\$1,037,495	648,943
NS7509	Sep-01	\$ -	436,037	\$241,668	341,307
NS7509	Oct-01	\$ 500,000	387,275	\$238,713	333,065
NS7509	Nov-01		533,706	\$609,585	426,620
NS7509	Dec-01	\$ 2,000,000	495,585	\$1,417,455	531,452
NS7509	Jan-02	\$ 2,000,000	446,968	\$1,069,411	401,400
NS7509	Feb-02		205,711	\$645,001	242,360
NS7509	Mar-02		214,242	\$573,364	215,556
NS7509	Apr-02	\$ 800,000	96,425	(\$106,172)	39,580
NS7509	May-02		429,167	\$173,702	213,451
NS7509	Jun-02		274,391	\$165,809	215,400
NS7509	Jul-02		577,779	\$312,047	405,236
NS7509	Aug-02		466,058	\$290,494	380,184
NS7509	Sep-02	443,550.62	694,067	\$194,923	255,112
NS7509	Oct-02	750,000.00	789,279	\$648,075	849,239
NS7509	Nov-02		395,279	\$206,973	271,600
NS7509	Dec-02	1,000,000.00	409,279	\$160,937	108,800
NS7509	Jan-03	141,667.00	347,750	\$717,253	332,480
NS7509	Feb-03		548,139	\$949,980	441,123
NS7509	Mar-03	2,167,648.00	596,915	\$877,340	407,580
NS7509	Apr-03	1,000,000.00	306,385	\$568,447	404,560
NS7509	May-03		337,664	\$138,533	230,116
NS7509	Jun-03		231,276	\$39,364	64,220
NS7509	Jul-03	405,000.00	217,000	\$170,870	281,424
	Aug-03		144,000	\$148,559	243,396
	Sep-03	100,000.00	191,927	\$215,595	365,800
	Oct-03		342,908	\$161,222	263,020

FUNDING:

DELIVERY ORDER FUNDING:

\$17,802,866

VALUE OF DELIVERIES:

\$16,474,163

BALANCE REMAINING:

\$1,328,703

CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:

\$16,474,163

13,369,151

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 60	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6)	CODE	
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
			10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A


13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Table G-3A as reflected in the attached page 34.2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 2/19/04
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
NS7509	Dec-00	\$ 3,095,000	525,000	\$2,362,184	393,520
NS7509	Jan-01	\$ -	896,119	\$487,874	846,714
NS7509	Feb-01	\$ -	467,000	\$158,236	296,675
NS7509	Mar-01	\$ 1,400,000	467,000	\$263,320	493,401
NS7509	Apr-01	\$ -	593,000	\$224,553	417,473
NS7509	May-01	\$ -	605,718	\$420,391	786,800
NS7509	Jun-01	\$ -	1,289,539	\$389,226	726,362
NS7509	Jul-01	\$ 2,000,000	711,437	\$301,735	495,182
NS7509	Aug-01	\$ -	648,194	\$1,037,495	648,943
NS7509	Sep-01	\$ -	436,037	\$241,668	341,307
NS7509	Oct-01	\$ 500,000	387,275	\$238,713	333,065
NS7509	Nov-01		533,706	\$609,585	426,620
NS7509	Dec-01	\$ 2,000,000	495,585	\$1,417,455	531,452
NS7509	Jan-02	\$ 2,000,000	446,968	\$1,069,411	401,400
NS7509	Feb-02		205,711	\$645,001	242,360
NS7509	Mar-02		214,242	\$573,364	215,556
NS7509	Apr-02	\$ 800,000	96,425	(\$106,172)	39,580
NS7509	May-02		429,167	\$173,702	213,451
NS7509	Jun-02		274,391	\$165,809	215,400
NS7509	Jul-02		577,779	\$312,047	405,236
NS7509	Aug-02		466,058	\$290,494	380,184
NS7509	Sep-02	443,550.62	694,067	\$194,923	255,112
NS7509	Oct-02	750,000.00	789,279	\$648,075	849,239
NS7509	Nov-02		395,279	\$206,973	271,600
NS7509	Dec-02	1,000,000.00	409,279	\$160,937	108,800
NS7509	Jan-03	141,667.00	347,750	\$717,253	332,480
NS7509	Feb-03		548,139	\$949,980	441,123
NS7509	Mar-03	2,167,648.00	596,915	\$877,340	407,580
NS7509	Apr-03	1,000,000.00	306,385	\$568,447	404,560
NS7509	May-03		337,664	\$138,533	230,116
NS7509	Jun-03		231,276	\$39,364	64,220
NS7509	Jul-03	405,000.00	217,000	\$170,870	281,424
NS7509	Aug-03		144,000	\$148,559	243,396
NS7509	Sep-03	100,000.00	191,927	\$215,595	351,720
NS7509	Oct-03		342,908	\$161,222	263,020
NS7509	Nov-03	203,000.00	201,591	\$115,473	188,740
NS7509	Dec-03	20,000.00	142,303	\$16,673	6,040
NS7509	Jan-04		202,803	\$569,903	206,440

FUNDING:

DELIVERY ORDER FUNDING:

\$18,025,866

VALUE OF DELIVERIES:

\$17,176,212

BALANCE REMAINING:

\$849,653

CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:

\$17,176,212

13,756,291

1. CONTRACT ID CODE AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 61	3. EFFECTIVE DATE January 1, 2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6) CODE	

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06817-001			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
			10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers **Error! Reference source not found.**

☐ is extended, ☐ **Error! Reference source not found.** is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.219-9, Small, Small Disadvantaged & Woman-Owned Small Business Subcontracting Plan (Aug 96)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ **Error! Reference source not found.** is not, **Error! Reference source not found.** ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this modification is to incorporate contractor's updated Commercial Company-Wide Subcontracting Plan for Small Business, Other than Small Business (Large), Veteran-Owned Small Business (including Disabled Veteran, Historically Underutilized Business Zone Small Business, Small Business Disadvantaged Business, Women-Owned Small Business Concerns for the period January 1, 2004 through December 31, 2006.

B. Delete pages 102 through 111 in their entirety and replace with the attached pages 102 through 112.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Nelson S. Tamakloe Small Business Liaison Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer	
15B. CONTRACTOR/OFFEROR Nelson S. Tamakloe (Signature of person authorized to sign)	15C. DATE SIGNED 04/26/2004	16B. UNITED STATES OF AMERICA BY Lisa Morales (Signature of Contracting Officer)	16C. DATE SIGNED 4/27/04

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243



39 Old Ridgebury Road
Danbury, Connecticut 06810-5113

**Commercial Company-Wide
Subcontracting Plan**

for

**Small Business (SB), Other Than Small Business
(Large), Veteran-Owned Small Business (VOSB),
Service-Disabled Veteran-Owned Small Business (SD-
VOSB), Historically Underutilized Business Zone
Small Business (HUBZone), Small Disadvantaged
Business (SDB), and Women-Owned Small Business
(WOSB) Concerns**

Effective Period of Commercial Plan

From: January 1, 2004 To: December 31, 2006



39 Old Ridgebury Road
Danbury, Connecticut 06810-5113

Commercial Company-Wide Subcontracting Plan

for

**Small Business, Other Than Small Business (Large),
Veteran-Owned Small Business, Service-Disabled
Veteran-Owned Small Business, Historically
Underutilized Business Zone Small Business, Small
Disadvantaged Business, and Women-Owned Small
Business Concerns**

Contractor: Praxair, Inc.

Address: 39 Old Ridgebury Road
Danbury, Connecticut 06810-5113

Telephone: 203-426-4496

Fax: 203-270-8510

E-mail: nelson_tamakloe@praxair.com

Type of Product: Atmospheric and other industrial and specialty gas products, metallic and ceramic coatings and powders and related technologies, services, processes and equipment.

The following, together with any attachments, is hereby submitted as a commercial subcontracting plan to satisfy the requirements of Public Law 95-507 and in accordance with FAR Clause 52.219-9 in Praxair solicitations.

1. Percentage Goals (expressed in terms of percentage of total planned subcontracting dollars)

Total Planned Subcontracting Dollars	\$1,108,000,000 100%
--------------------------------------	-------------------------

a) Percentage of subcontract dollars to be subcontracted to: Small Business (SB) concerns	26.00%
---	--------

b) Percentage of subcontract dollars to be subcontracted to: Other than Small Business (LB) concerns	74.00%
--	--------

c) Percentage of subcontract dollars to be subcontracted to: Veteran-Owned Small Business concerns (VOSB)	0.75%
---	-------

d) Percentage of subcontracting dollars to be subcontracted to Service-Disabled Veteran-Owned Small Business (SD-VOSB) concerns	0.03%
---	-------

e) Percentage of subcontract dollars to be subcontracted to: Historically Underutilized Business Zone Small Business (HUBZone) concerns	0.01%
---	-------

f) Percentage of subcontract dollars to be subcontracted to: Small Disadvantaged Business (SDB) concerns	1.49%
--	-------

g) Percentage of subcontract dollars to be subcontracted to: Women-Owned Small Business (WOSB) concerns	2.08%
---	-------

2. Total dollars planned to be subcontracted are \$1,108,000,000 and total dollars planned to be subcontracted to:

a) Small business concerns are	\$288,000,000
--------------------------------	---------------

b) Other than small business concerns are	\$820,000,000
---	---------------

c) Veteran-owned small business concerns are	\$9,000,000
--	-------------

- | | | |
|----|--|--------------|
| d) | Service-Disabled Veteran-owned small business concerns are | \$282,400 |
| e) | HubZone small business concerns are | \$120,000 |
| f) | Small disadvantaged business concerns are | \$16,500,000 |
| g) | Women-owned small business concerns are | \$23,000,000 |
3. The principal products and services that Praxair, Inc. anticipates to subcontract and the identification of the type of business concern planned are indicated below. Those to be subcontracted to small business concerns are listed under (i), those to be subcontracted to veteran-owned small business concerns are listed under (ii), those to be subcontracted to HUBZone small business concerns are listed under (iii), those to be subcontracted to small disadvantaged business concerns are listed under (iv), and those to be subcontracted to women-owned small business concerns are listed under (v) and those to be subcontracted to other than small business concerns are listed under (vi) and those to be subcontracted to service-disabled veteran-owned small business concerns are listed under (vii) respectively in the chart below:

	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii) Service-Disabled Veteran-Owned Small Business
	Small Business	Veteran- Owned Small Business	HUBZone Small Business	Small Disadvantaged Business	Women- Owned Small Business	Other than Small Business	
PRODUCTS AND SERVICES							
Advertising	x	x	x	x	x	x	x
Building Maintenance Services	x	x	x	x		x	x
Cellular Telephone Services	x			x		x	
Cleaning And Janitorial Services	x	x		x	x	x	x
Common Carriage - Transportation	x				x	x	
Computer Services	x				x	x	
Custom Machine Shop Manufacturing	x	x			x	x	x
Gas & Liquid Cylinder Repair Services	x	x			x	x	x
Heating & Air Conditioning Repair	x		x		x	x	
Industrial Process Machinery & Supply	x	x	x	x		x	x
Labor Training or Development	x			x	x	x	
Machining Services	x	x	x			x	x
Management Advisory Services	x				x	x	
Material Handling Equipment & Service	x	x	x	x		x	x
Measuring and Testing Services	x		x		x	x	
Mill Supplies	x			x	x	x	
Motors Repair	x	x	x			x	x
Motor Vehicle and Truck Repairs	x		x	x	x	x	
Office Equipment & Stationery Supply	x		x	x		x	
Packaging Materials (Cartons/Skids)	x	x		x	x	x	x
Paint Application, Industrial/Specialized	x			x	x	x	
Plating Services	x	x	x	x		x	x
Plowing and Landscaping Services	x			x		x	
Plumbing System Maintenance	x					x	
Process Instrumentation	x			x	x	x	
Raw Material (Includes Chemicals)	x		x	x	x	x	
Repair and Maintenance Services	x	x	x	x	x	x	x
Research & Development Services	x				x	x	
Welding Services & Pipefitting	x	x		x		x	x

4. The method used to develop the above subcontracting goals is described as follows:

At the end of each year, each purchasing manager is contacted to evaluate actual performance versus goal. The evaluation seeks to address deficiencies, if any, and how to improve performance. Thereafter, the goals for the succeeding year are formulated and communicated to the corporate small business liaison officer who coordinates the establishment of goals by Praxair, Inc. for the coming year and enables the appropriate SF-295 "Summary Subcontract Report" to be prepared in accordance with the instructions on the form.

5. The method used to identify potential sources for solicitation purposes is as follows:

Praxair, Inc. constantly seeks new sources of supply for raw materials, components, supplies and services from small business, veteran-owned small business, service-disabled veteran-owned small business, historically underutilized business zone small business, small disadvantaged business, and

women-owned small business concerns able to provide quality products and services in a timely fashion. Since 1972, Praxair, Inc. as Linde Division has participated in Union Carbide's Minority Supplier Program. Effective June 30, 1992, Praxair became an independent public company and since that date has continued to conduct the Minority Supplier Program.

- a) These goals are expressed in terms of percentage of the total planned U.S. domestic subcontracting dollars for commercial business including governmental business. Praxair, Inc. has included the raw materials, components, supplies and services needed to support its U.S. operations for the period January 1, 2004 through December 31, 2006. However, certain items like utilities, taxes, financial services, gas and water were not included in the planned subcontracting dollars.

Total Estimated Planned Subcontracting Dollars	% of Total 100%	Dollars \$1,108,000,000
(1) Small Business (SB)	26.0%	\$288,000,000
(2) Veteran-Owned Small Business	0.75%	\$9,000,000
(3) HUBZone Small Business	0.01%	\$120,000
(4) Small Disadvantaged Business	1.49%	\$16,500,000
(5) Women-Owned Small Business	2.08%	\$23,000,000
(6) Service - Disabled Veteran-Owned Small Business	0.03%	\$282,400
(7) Other Than Small Business	74.00%	\$820,000,000

- b) The development of goals and solicitation of mailing lists, and the identification of the types of business concerns to be solicited are based on the following:

- (1) Praxair, Inc. purchasing mailing lists, updated periodically;
- (2) Regional minority purchasing council supplier information services;
- (3) Participation in trade fairs and industry meetings;

- (4) Advertisement in industry and local publications;
 - (5) Participation in purchasing management associations of various areas;
 - (6) Selective mailing to specific Praxair, Inc. suppliers;
 - (7) Using DOD's Central Contractor Registration(CCR) for entering and searching for small business sources and accessing the Small Business Administration's Sub-net through www.sba.gov to advertise subcontracting opportunities;
 - (8) Access to the Research and Information Division of the Minority Business Development Agency in the Department of Commerce; and
 - (9) Veterans service organizations.
- c) The goals stated above cannot be directly related to any specific government contract, but are applicable to the total of all Praxair, Inc. procurements, including those for the federal government and its agencies.

However, should contract specific opportunities occur, Praxair, Inc. will utilize them as appropriate.

6. Indirect costs are () are not (X) included in the above goals.
7. The following individual will administer the subcontracting program:

Name: Mr. Nelson S. Tamakloe
 E-mail: nelson_tamakloe@praxair.com
 Address: Praxair, Inc.
 39 Old Ridgebury Road
 Danbury, CT 06810-5113
 Tele: 203-426-4496
 FAX: 203-270-8510
 Title: Small Business Liaison Officer

The individual's specific duties, as they relate to Praxair, Inc.'s subcontracting program, are as follows:

General overall responsibility for review, monitoring and execution of the plan including but not limited to:

- a) Oversight of sources of Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SD-VOSB), Historically Underutilized Business Zone Small Business (HUBZone), Small Disadvantaged Business (SDB) and Women-Owned Small Business (WOSB), and effective use of identified sources in the award of the subcontracts.
- b) Assuring inclusion of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns in all solicitations where appropriate.
- c) Attending or arranging for attendance at business opportunity workshops, minority business enterprise seminars, and trade fairs.
- d) Conducting or arranging for motivational training for purchasing personnel pursuant to the intent of PL 95-507.
- e) Monitoring attainment of proposed goals.
- f) Reviewing solicitations to remove statements, clauses, etc., which tend to prohibit SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns participation.
- g) Additions to (or deletions from) the duties specified above are as follows:

The efforts to assure equitable opportunity to SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns are primarily spelled out in the Administrator's duties above, and include records of individual buyer's contribution to the success of the plan. Outreach efforts will include offering the qualifying firms managerial, technical, production, and quality control assistance and relaxation of deadlines when appropriate.

- 8. Praxair, Inc. will make the following efforts to assure that SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns will have an equitable opportunity to compete for subcontracts:
 - a) Issue and promulgate company-wide policy statements in support of this effort, develop written procedures and work instructions, and assign specific responsibilities regarding requirements of this plan.
 - b) Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress and establishment of overall business and company goals and objectives.

- c) Train and motivate purchasing personnel regarding the support of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns.
- d) Assist SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns by arranging solicitation, time for preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation of such business concerns.
- e) Provide adequate and timely consideration of the potential capabilities of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns in all make or buy decisions.
- f) Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns as are referred by the small business utilization specialists.
- g) In accordance with Public Law 99-661, Section 1207 and Public Law 100-180, Section 805, Praxair, Inc. will make every good faith effort to seek out, develop and award contracts to SB, VOSB, SD-VOSB, HUBZone, SDB, WOSB, historically black colleges and universities, and minority institutions.

9. Flow-Down Clause

Praxair, Inc. will include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan".

10. Reporting and Cooperation

Praxair, Inc. will give assurance of: (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of SF-295, "Summary Subcontract Report", in accordance with the instructions on the form; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit Standard Form 295.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 – Sep 30	SF-295	10/30

Address

SF-295 will be submitted to the Office of Small and Disadvantaged Business Utilization of the procuring agency, or as otherwise specified in the contract, and to the cognizant SBA Commercial Market Representative.

11. Recordkeeping

The following is a recitation of the type of records Praxair, Inc. will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a) Organizations contacted in an attempt to locate small, HUBZone small, small disadvantaged, women-owned small business, and disabled American veteran-owned small business, and American service-disabled, veteran-owned small business sources;
- b) On a company-wide basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating: (1) whether small business concerns were solicited, and if not, why not; (2) whether HUBZone small business concerns were solicited, and if not, why not; (3) whether small disadvantaged business concerns were solicited, and if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; (5) whether American veteran-owned small business concerns were solicited, and if not, why not; (6) whether American service-disabled veteran-owned business concerns were solicited, and if not, why not; and (7) if applicable, the reason that the award was not made to a small business concern;
- c) Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- d) Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, and incentive awards, and (2) monitoring of activities to evaluate compliance.

I, THE UNDERSIGNED, A DESIGNATED OFFICER OF PRAXAIR, INC. DO HEREBY STATE THAT PRAXAIR, INC. AGREES TO CARRY OUT THE GOVERNMENT'S POLICY TO PROVIDE THE MAXIMUM PRACTICABLE OPPORTUNITY FOR SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS TO PARTICIPATE IN THE PERFORMANCE OF THIS CONTRACT CONSISTENT WITH ITS EFFICIENT PERFORMANCE.

PRAXAIR, INC.
NAME OF CONTRACTOR

R. A. BASSETT
TYPED NAME

Signature:



pls

Title:

Assistant Secretary

Date Prepared:

January 1, 2004

PLAN ACCEPTED BY :

 **LISA MORALES**
(CONTRACTING OFFICER) *Contracting Officer*

DATE :

April 27, 2004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 1		
2. AMENDMENT/MODIFICATION NO. 62		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		OP-OS		7. ADMINISTERED BY (If other than Item 6) CODE			
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810				(x)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100			
				10B. DATED (SEE ITEM 13) August 09, 1994			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

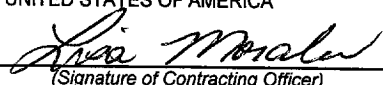
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Table G-3A as reflected in the attached page 34.2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa Morales Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	6/13/04

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
NS7509	Dec-00	\$ 3,095,000	525,000	\$2,362,184.04	393,520
NS7509	Jan-01	\$ -	896,119	\$487,873.82	846,714
NS7509	Feb-01	\$ -	467,000	\$158,235.54	296,675
NS7509	Mar-01	\$ 1,400,000	467,000	\$263,320.13	493,401
NS7509	Apr-01	\$ -	593,000	\$224,552.63	417,473
NS7509	May-01	\$ -	605,718	\$420,390.77	786,800
NS7509	Jun-01	\$ -	1,289,539	\$389,226.33	726,362
NS7509	Jul-01	\$ 2,000,000	711,437	\$301,735.17	495,182
NS7509	Aug-01	\$ -	648,194	\$1,037,495.30	648,943
NS7509	Sep-01	\$ -	436,037	\$241,668.36	341,307
NS7509	Oct-01	\$ 500,000	387,275	\$238,713.31	333,065
NS7509	Nov-01		533,706	\$609,584.63	426,620
NS7509	Dec-01	\$ 2,000,000	495,585	\$1,417,455.49	531,452
NS7509	Jan-02	\$ 2,000,000	446,968	\$1,069,410.60	401,400
NS7509	Feb-02		205,711	\$645,000.99	242,360
NS7509	Mar-02		214,242	\$573,364.13	215,556
NS7509	Apr-02	\$ 800,000	96,425	0.00	39,580
NS7509	May-02		429,167	\$173,702.49	213,451
NS7509	Jun-02		274,391	\$165,808.62	215,400
NS7509	Jul-02		577,779	\$312,047.20	405,236
NS7509	Aug-02		466,058	\$290,493.83	380,184
NS7509	Sep-02	443,550.62	694,067	\$194,923.27	255,112
NS7509	Oct-02	750,000.00	789,279	\$648,074.70	849,239
NS7509	Nov-02		395,279	\$206,972.87	271,600
NS7509	Dec-02	1,000,000.00	409,279	\$160,937.30	108,800
NS7509	Jan-03	141,667.00	347,750	\$717,253.00	332,480
NS7509	Feb-03		548,139	\$949,980.40	441,123
NS7509	Mar-03	2,167,648.00	596,915	\$877,340.25	407,580
NS7509	Apr-03	1,000,000.00	306,385	\$568,447.00	404,560
NS7509	May-03		337,664	\$138,532.57	230,116
NS7509	Jun-03		231,276	\$39,364.00	64,220
NS7509	Jul-03	405,000.00	217,000	\$170,869.81	281,424
NS7509	Aug-03		144,000	\$148,558.99	243,396
NS7509	Sep-03	100,000.00	191,927	\$214,156.69	351,720
NS7509	Oct-03		342,908	\$161,221.73	263,020
NS7509	Nov-03	203,000.00	201,591	\$115,473.81	188,740
NS7509	Dec-03	20,000.00	142,303	\$16,673.31	6,040
NS7509	Jan-04		202,803	\$569,903.22	206,440
NS7509	Feb-04	700,000.00	202,803	\$222,329.18	80,540
NS7509	Mar-04	1,000,000.00	162,115	\$149,715.74	119,300
NS7509	Apr-04	286,000.00	437,000	\$410,535.74	141,740

FUNDING:

DELIVERY ORDER FUNDING:

\$20,011,866

VALUE OF DELIVERIES:

\$18,063,527

BALANCE REMAINING:

\$1,948,339

CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:

\$18,063,527

14,097,871

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 63	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6)	CODE	

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
			10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A


13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Table G-3A as reflected in the attached page 34.2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Lisa Morales Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 9/29/04

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
NS7509	Dec-00	\$ 3,095,000	525,000	\$2,362,184.04	393,520
NS7509	Jan-01	\$ -	896,119	\$487,873.82	846,714
NS7509	Feb-01	\$ -	467,000	\$158,235.54	296,675
NS7509	Mar-01	\$ 1,400,000	467,000	\$263,320.13	493,401
NS7509	Apr-01	\$ -	593,000	\$224,552.63	417,473
NS7509	May-01	\$ -	605,718	\$420,390.77	786,800
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NS7509	Mar-02		214,242	\$573,364.13	215,556
NS7509	Apr-02	\$ 800,000	96,425	0.00	39,580
NS7509	May-02		429,167	\$173,702.49	213,451
NS7509	Jun-02		274,391	\$165,808.62	215,400
NS7509	Jul-02		577,779	\$312,047.20	405,236
NS7509	Aug-02		466,058	\$290,493.83	380,184
NS7509	Sep-02	443,550.62	694,067	\$194,923.27	255,112
NS7509	Oct-02	750,000.00	789,279	\$648,074.70	849,239
NS7509	Nov-02		395,279	\$206,972.87	271,600
NS7509	Dec-02	1,000,000.00	409,279	\$160,937.30	108,800
NS7509	Jan-03	141,667.00	347,750	\$717,253.00	332,480
NS7509	Feb-03		548,139	\$949,980.40	441,123
NS7509	Mar-03	2,167,648.00	596,915	\$877,340.25	407,580
NS7509	Apr-03	1,000,000.00	306,385	\$568,447.00	404,560
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NS7509	Mar-04	1,000,000.00	162,115	\$149,715.74	119,300
NS7509	Apr-04	286,000.00	437,000	\$493,697.06	179,300
NS7509	May-04		387,214	\$611,172.00	222,160
NS7509	Jun-04	600,000.00	624,944	\$1,020,946.00	371,303
NS7509	Jul-04	201,651.00	307,274	\$730,187.00	265,123
NS7509	Aug-94	438,799.00	321,274	\$290,637.00	242,060

FUNDING:

DELIVERY ORDER FUNDING:

\$21,252,316

VALUE OF DELIVERIES:

\$20,799,630

BALANCE REMAINING:

\$452,685

CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:

\$20,799,630

15,236,077

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 64	3. EFFECTIVE DATE December 1, 2004	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6)	CODE	

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.
Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810		
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
		10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, Changes, Article B-4.H, Economic Price Adjustment Provision and mutual agreement of the parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

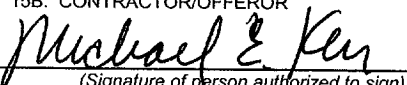
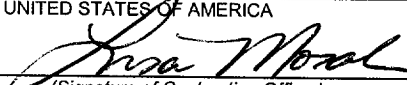
The purpose of this modification is to (a) incorporate a replacement Economic Price Adjustment (EPA) formula and (b) establish the revised pricing for the period 12/01/04 through 11/30/05.

(a) The EPA formula is hereby revised effective December 1, 2004, to replace discontinued Standard Industrial Classification index for with North American Industry Classification System index published by the U.S. Bureau of Labor Statistics for the index representing Trucking.

(b) The applicable prices for the period 12/01/04 through 11/30/05 pursuant to Article B-4.H, Economic Price Adjustment Provision are hereby established.

Replacement pages 12.2, 12.3, 12.4, 12.6, 12.7, 13.3, and 13.4 reflecting these changes are hereby attached and shall be incorporated into the contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael E. Kerr Director, Government and Aerospace Programs	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/01/04
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/01/04

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

December 1, 1997 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(2), Economic Price Adjustment Provision

Contract Year	Tier 1(\$) First 400,000 lbs.	Tier 2 (\$) Next 3,600,000 lbs.	Tier 3 (\$) Next 2,000,000 lbs.	Tier 4 (\$) Over 6,000,000 lbs.
Baseline Values*	\$ 5.5463	\$ 0.4783	\$ 0.5532	\$ 1.6178
12/01/97-11/30/98	\$ 5.5129	\$ 0.4735	\$ 0.5479	\$ 1.5990
12/01/98-11/30/99	\$ 5.3436	\$ 0.4489	\$ 0.5208	\$ 1.5035
12/01/99-11/30/00	\$ 5.3369	\$ 0.4480	\$ 0.5198	\$ 1.4997

December 1, 2000 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(3), Economic Price Adjustment Provision

Contract Year	Tier 1(\$) First 1,500,000 lbs.	Tier 2 (\$) Next 2,500,000 lbs.	Tier 3 (\$) Next 2,000,000 lbs.	Tier 4 (\$)** Over 6,000,000 lbs.
Baseline Values**	\$ 1.7306	\$ 0.4783	\$ 0.5532	\$ 1.6178
12/01/00-11/30/01	\$ 2.2203	\$ 0.6300	\$ 0.7204	\$ 2.2081
12/01/01-11/30/02	\$ 2.6778	\$ 0.7717	\$ 0.8766	\$ 2.7596
12/01/02-11/30/03	\$ 2.1703	\$ 0.6145	\$ 0.7033	\$ 2.1479
12/01/03-11/30/04	\$ 2.7674	\$ 0.7995	\$ 0.9072	\$ 2.8676
12/01/04-11/30/05	\$ 2.8924	\$ 0.8382	\$ 0.9499	\$ 3.0183
12/01/05-11/30/06	TBD****	TBD****	TBD****	TBD****
12/01/06-11/30/07	TBD****	TBD****	TBD****	TBD****
12/01/07-11/30/08	TBD****	TBD****	TBD****	TBD****
12/01/08-11/30/09	TBD****	TBD****	TBD****	TBD****
12/01/09-11/30/10	TBD****	TBD****	TBD****	TBD****

* The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), Economic Price Adjustment Provision.** The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), Economic Price Adjustment Provision.

*** Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

****To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

TABLE B-4.D Product Prices and Transportation Charges for Unforecasted Destinations

(All product prices are per pound and apply to cumulative quantities of delivered product)

<u>Contract Year</u>	<u>Product Prices (\$)</u>	<u>Transportation Charges Per Mile (\$)</u>
12/01/95-11/30/96	0.8379	2.4171
12/01/96-11/30/97	0.8317	2.3994
12/01/97-11/30/98	0.8313	2.3981
12/01/98-11/30/99	0.7980	2.3020
12/01/99-11/30/00	0.7967	2.2983
12/01/00-11/30/01	1.0439	3.0113
12/01/01-11/30/02	1.2360	3.5655
12/01/02-11/30/03	1.0229	2.9506
12/01/03-11/30/04	1.2740	3.6751
12/01/04-11/30/05	1.3266	3.8268
12/01/05-11/30/06	TBD*	TBD*
12/01/06-11/30/07	TBD*	TBD*
12/01/07-11/30/08	TBD*	TBD*
12/01/08-11/30/09	TBD*	TBD*
12/01/09-11/30/10	TBD*	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

<u>Contract Year</u>	<u>Price</u>
12/01/95-11/30/96	\$1,230.65
12/01/96-11/30/97	1,221.61
12/01/97-11/30/98	1,220.99
12/01/98-11/30/99	1,172.07
12/01/99-11/30/00	1,170.14
12/01/00-11/30-01	1,533.19
12/01/01-11/30/02	1,815.34
12/01/02-11/30-03	1,502.29
12/01/03-11/30-04	1,871.13
12/01/04-11/30/05	1,948.38
12/01/05-11/30/06	TBD*
12/01/06-11/30-07	TBD*
12/01/07-11/30/08	TBD*
12/01/08-11/30/09	TBD*
12/01/09-11/30/10	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. Demurrage Charges

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

<u>Period</u>	<u>Charge</u>
12/01/95 to 11/30/98	\$23.55
12/01/98 to 11/30/01	26.35
12/01/01 to 11/30/04	29.49
12/01/04 to 11/30/07	33.03
12/01/07 to 11/30/10	37.01

The revised prices for the period 12/1/96 through 11/30/00 were computed using the PPI/IC published by the BLS. Each annual adjustment reflects the September index and was computed in accordance with the provisions of this article

3. The revised prices for the periods December 1, 2000 through November 30, 2004 were computed using a 3-stack, composite index composed of three indexes published by the Bureau of Labor Statistics; for Electric Power – East South Central and Trucking except local, General Freight and by the New York Mercantile Exchange (NYME) for Henry Hub Natural Gas. Price adjustments were computed using the following formula:

$$R = P \{1 + N[(C/B) - 1]\}$$

where:

R =	Revised annual price
P =	Baseline price
N =	For product for SSC, Tier 1 = 0.7755
=	For product for SSC, Tier 2 = 0.8693
=	For product for SSC, Tier 3 = 0.8284
=	For product for SSC, Tier 4 = 1.0000
=	For prices in Table B.4.D and Article B-4.E = 0.6737
C =	
B =	Base price index = 128.8

Current Price

$$\text{Index} = 128.8 \times [(100\% \times \text{HHNG}/\$1.56) + (40\% \times \text{EPPI}/99.83) + (32\% \times \text{AOPPI}/105.36)]$$

Where:

“HHNG” is the average for the twelve calendar month period (October through September) of the “Most Recent Settle” [the Most Recent Settlement Monthly Contract Price] for Henry Hub Natural Gas as reported by the New York Mercantile Exchange in October of the then-current year.

“EPPI” is the average for the twelve calendar month period (October through September) of the Producer Price Index PCU4981#136, Not Seasonally Adjusted, for Electric Power, East South Central as reported by the Bureau of Labor Statistics in October of the then current year.

“AOPPI” is the average for the twelve calendar month period (October through September) of the Producer Price Index PCU4213#3, Not Seasonally Adjusted, for Trucking except local, General Freight, as reported by the Bureau of Labor Statistics in October of the then-current year.

4. The “TBD” prices for the annual periods December 1, 2004 through November 30, 2010, shall be computed using a 3-stack, composite index composed of three indexes published by the Bureau of Labor Statistics; for Electric Power – General Freight Trucking, Local and by the New York Mercantile Exchange (NYME) for Henry Hub Natural Gas. Price adjustments shall be computed using the following formula:

$$R = P\{1+N[(C/B)-1]\}$$

where:

R =	Revised annual price
P =	Baseline price
N =	For product for SSC, Tier 1 = 0.7755
=	For product for SSC, Tier 2 = 0.8693
=	For product for SSC, Tier 3 = 0.8284
=	For product for SSC, Tier 4 = 1.0000
=	For prices in Table B.4.D and Article B-4.E = 0.6737
C =	Current price index
B =	Base price index = 128.8

Current Price

$$\text{Index} = 128.8 \times \left[\frac{\text{HHNG}}{\$1.56} \right] + (40\% \times \text{EPPI}/99.83) + (32\% \times \text{AOPPI}/76.18)]$$

Where:

“HHNG” is the average for the twelve calendar month period (October through September) of the “Most Recent Settle” [the Most Recent Settlement Monthly Contract Price] for Henry Hub Natural Gas as reported by the New York Mercantile Exchange in October of the then-current year.

“EPPI” is the average for the twelve calendar month period (October through September) of the Producer Price Index PCU4981#136, Not Seasonally Adjusted, for Electric Power, East South Central as reported by the Bureau of Labor Statistics in October of the then current year.

“AOPPI” is the average for the twelve calendar month period (October through September) of the NAICS Producer Price Index PCU48411-48411, General freight trucking, local, as reported by the Bureau of Labor Statistics in October of the then-current year.

Delivered price, product price, and transportation price to unforecasted destinations shall be rounded to four decimal places. All other prices shall be rounded to the nearest cent.

As soon as possible after the publication of the applicable September BLS and NYME indexes, the revised applicable price shall be computed in accordance with the provisions of this Article, and the contract shall be modified by the Contracting Officer accordingly.

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	5.5463	0.4783	0.8342
12/01/97-11/30/98	5.4849	0.4730	0.8250
12/01/98-11/30/99	5.1740	0.4462	0.7782
12/01/99-11/30/00	5.1618	0.4451	0.7764

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	1.8125	0.4887	0.8342
12/01/00-11/30/01	2.3000	0.6202	1.0586
12/01/01-11/30/02	2.8021	0.7555	1.2897
12/01/02-11/30/03	2.2874	0.6167	1.0528
12/01/03-11/30/04	2.8964	0.7809	1.3331
12/01/04-11/30/05	3.0541	0.8235	1.4056
12/01/05-11/30/06	TBD**	TBD**	TBD**
12/01/06-11/30/07	TBD**	TBD**	TBD**
12/01/07-11/30/08	TBD**	TBD**	TBD**
12/01/08-11/30/09	TBD**	TBD**	TBD**
12/01/09-11/30/10	TBD**	TBD**	TBD**

* The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

** To be determined pursuant to Article B-4.I.3.(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/97 - 11/30/98	(0.0279)	(0.0004)	0.2771
12/01/98 - 11/30/99	(0.1695)	(0.0027)	0.2574
12/01/99 - 11/30/00	(0.1751)	(0.0028)	0.2566

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/00 – 11/30/01	0.0797	(0.0098)	0.3382
12/01/01 – 11/30/02	0.1243	(0.0162)	0.4131
12/01/02 – 11/30/03	0.1171	0.0022	0.3495
12/01/03 – 11/30/04	0.1290	(0.0186)	0.4259
12/01/04 – 11/30/05	0.1617	(0.0147)	0.4557

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

<u>Contract Year</u>	<u>Reimbursement Cap</u>
12/01/00 – 11/30/01	\$230,440.00
12/01/01 – 11/30/02	\$237,353.20
12/01/02 – 11/30/03	\$244,236.44
12/01/03 – 11/30/04	\$250,830.83
12/01/04 – 11/30/05	\$257,352.43
12/01/05 – 11/30/06	\$264,558.30
12/01/06 – 11/30/07	\$271,965.93
12/01/07 – 11/30/08	\$279,580.97
12/01/08 – 11/30/09	\$287,409.24
12/01/09 – 11/30/10	\$295,456.70

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 65	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6)		CODE

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810			
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
			10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

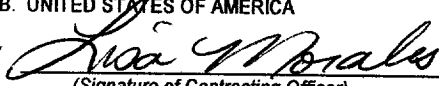
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Table G-3A as reflected in the attached page 34.2.

15A. NAME AND TITLE OF SIGNER (Type or print)		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa Morales Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	1/20/05

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
NS7509	Dec-00	\$ 3,095,000	525,000	\$2,362,184.04	393,520
NS7509	Jan-01	\$ -	896,119	\$487,873.82	846,714
NS7509	Feb-01	\$ -	467,000	\$158,235.54	296,675
NS7509	Mar-01	\$ 1,400,000	467,000	\$263,320.13	493,401
NS7509	Apr-01	\$ -	593,000	\$224,552.63	417,473
NS7509	May-01	\$ -	605,718	\$420,390.77	786,800
NS7509	Jun-01	\$ -	1,289,539	\$389,226.33	726,362
NS7509	Jul-01	\$ 2,000,000	711,437	\$301,735.17	495,182
NS7509	Aug-01	\$ -	648,194	\$1,037,495.30	648,943
NS7509	Sep-01	\$ -	436,037	\$241,668.36	341,307
NS7509	Oct-01	\$ 500,000	387,275	\$238,713.31	333,065
NS7509	Nov-01		533,706	\$609,584.63	426,620
NS7509	Dec-01	\$ 2,000,000	495,585	\$1,417,455.49	531,452
NS7509	Jan-02	\$ 2,000,000	446,968	\$1,069,410.60	401,400
NS7509	Feb-02		205,711	\$645,000.99	242,360
NS7509	Mar-02		214,242	\$573,364.13	215,556
NS7509	Apr-02	\$ 800,000	96,425	0.00	39,580
NS7509	May-02		429,167	\$173,702.49	213,451
NS7509	Jun-02		274,391	\$165,808.62	215,400
NS7509	Jul-02		577,779	\$312,047.20	405,236
NS7509	Aug-02		466,058	\$290,493.83	380,184
NS7509	Sep-02	443,550.62	694,067	\$194,923.27	255,112
NS7509	Oct-02	750,000.00	789,279	\$648,074.70	849,239
NS7509	Nov-02		395,279	\$206,972.87	271,600
NS7509	Dec-02	1,000,000.00	409,279	\$160,937.30	108,800
NS7509	Jan-03	141,667.00	347,750	\$717,253.00	332,480
NS7509	Feb-03		548,139	\$949,980.40	441,123
NS7509	Mar-03	2,167,648.00	596,915	\$877,340.25	407,580
NS7509	Apr-03	1,000,000.00	306,385	\$568,447.00	404,560
NS7509	May-03		337,664	\$138,532.57	230,116
NS7509	Jun-03		231,276	\$39,364.00	64,220
NS7509	Jul-03	405,000.00	217,000	\$170,869.81	281,424
NS7509	Aug-03		144,000	\$148,558.99	243,396
NS7509	Sep-03	100,000.00	191,927	\$214,156.69	351,720
NS7509	Oct-03		342,908	\$161,221.73	263,020
NS7509	Nov-03	203,000.00	201,591	\$115,473.81	188,740
NS7509	Dec-03	20,000.00	142,303	\$16,673.31	6,040
NS7509	Jan-04		202,803	\$569,903.22	206,440
NS7509	Feb-04	700,000.00	202,803	\$222,329.18	80,540
NS7509	Mar-04	1,000,000.00	162,115	\$149,715.74	119,300
NS7509	Apr-04	286,000.00	437,000	\$493,697.06	179,300
NS7509	May-04		387,214	\$611,172.00	222,160
NS7509	Jun-04	600,000.00	624,944	\$1,020,946.00	371,303
NS7509	Jul-04	201,651.00	307,274	\$730,187.00	265,123
NS7509	Aug-04	388,798.00	321,274	\$290,637.00	242,060
NS7509	Sep-04	151,959.00	674,866	\$376,889.00	476,844
NS7509	Oct-04	247,899.00	375,158	\$265,057.00	338,140
NS7509	Nov-04	180,006.00	291,376	\$173,652.00	221,000
NS7509	Dec-04	855,899.00	158,855	\$424,207.00	147,180

FUNDING:

DELIVERY ORDER FUNDING:

\$22,638,078

VALUE OF DELIVERIES:

\$22,039,435

BALANCE REMAINING:

\$598,642

CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:

\$22,039,435

16,419,241

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 1		
2. AMENDMENT/MODIFICATION NO. 66		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		OP-OS		7. ADMINISTERED BY (If other than Item 6) CODE			
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899							

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810			
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
			10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

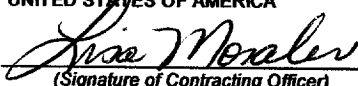
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to (a) update Points of Contact for Stennis Space Center and (b) update Table G-3A. Replacement pages 27, 34.2 and 34.3 reflecting these changes are attached and made a part of this contract.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/27/05
(Signature of person authorized to sign)			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

SECTION F

DELIVERIES OR PERFORMANCE

ARTICLE F-1 DELIVERY POINTS

Delivery instructions and locations will be set forth in individual delivery orders. The anticipated delivery points and normal receiving hours for tankers are as follows:

Specified DestinationsNormal Receiving Hours (Local Time)^{1,2}

Stennis Space Center (SSC)³
Bay St. Louis, MS

7 a.m. – 10:00 p.m.

NOTE 1: In scheduling round-trip time, Contractor should allow approximately one hour for check-in procedures at delivery points.

NOTE 2: As authorized and scheduled by the Contracting Officer, or his designated representative, the Government will accept product on a 24-hour per day basis.

NOTE 3: To facilitate initial deliveries to SSC via tanker by the other dual source, the Contractor will provide six interface adapters to the dual source for use in unloading LH₂ transfer facility.

POINTS OF CONTACT:

Requirements Point of Contact (RPC)	Contracting Point of Contact (CPC)	Finance Point of Contact (FPC)
Gloria Jordan Jacobs Sverdrup Engineering Building 8301 SSC, MS 39529 (228) 688-2250	Beth Bradley NASA/BA31 Building 1100 SSC, MS 39529 (228) 688-3764	Michele Logan NASA/BA22 Building 1100 SSC, MS 39529 (228) 688-2606

ARTICLE F-2 ORDERING PROCEDURES

A. To the maximum extent possible, the Contracting Officer or authorized Contracting Point of Contact (CPC) will issue written delivery orders (DOs) prior to the first day of the month, quarter, or other mutually acceptable period of time to cover the delivery point's projected requirement not-to-exceed one year. The DOs will be issued in writing on a Standard Form 1449, Optional Form 347, or equivalent, and will include:

1. Estimated quantity of product to be delivered during the effective period of the order. The Contractor shall not deliver more than this quantity without the prior approval of the Contracting Officer or the respective CPC.
2. Contract Number and Delivery Order Number.
3. Period in which deliveries shall be made pursuant to such orders.
4. Receiving destination(s).
5. Necessary shipping instructions, including "Mark For" data.
6. The Delivery Order value and the total funds available (Articles G-2 and G-3).

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
NS7509	Dec-00	\$ 3,095,000	525,000	\$2,362,184.04	393,520
NS7509	Jan-01	\$ -	896,119	\$487,873.82	846,714
NS7509	Feb-01	\$ -	467,000	\$158,235.54	296,675
NS7509	Mar-01	\$ 1,400,000	467,000	\$263,320.13	493,401
NS7509	Apr-01	\$ -	593,000	\$224,552.63	417,473
NS7509	May-01	\$ -	605,718	\$420,390.77	786,800
NS7509	Jun-01	\$ -	1,289,539	\$389,226.33	726,362
NS7509	Jul-01	\$ 2,000,000	711,437	\$301,735.17	495,182
NS7509	Aug-01	\$ -	648,194	\$1,037,495.30	648,943
NS7509	Sep-01	\$ -	436,037	\$241,668.36	341,307
NS7509	Oct-01	\$ 500,000	387,275	\$238,713.31	333,065
NS7509	Nov-01		533,706	\$609,584.63	426,620
NS7509	Dec-01	\$ 2,000,000	495,585	\$1,417,455.49	531,452
NS7509	Jan-02	\$ 2,000,000	446,968	\$1,069,410.60	401,400
NS7509	Feb-02		205,711	\$645,000.99	242,360
NS7509	Mar-02		214,242	\$573,364.13	215,556
NS7509	Apr-02	\$ 800,000	96,425		39,580
NS7509	May-02		429,167	\$173,702.49	213,451
NS7509	Jun-02		274,391	\$165,808.62	215,400
NS7509	Jul-02		577,779	\$312,047.20	405,236
NS7509	Aug-02		466,058	\$290,493.83	380,184
NS7509	Sep-02	443,550.62	694,067	\$194,923.27	255,112
NS7509	Oct-02	750,000.00	789,279	\$648,074.70	849,239
NS7509	Nov-02		395,279	\$206,972.87	271,600
NS7509	Dec-02	1,000,000.00	409,279	\$160,937.30	108,800
NS7509	Jan-03	141,667.00	347,750	\$717,253.00	332,480
NS7509	Feb-03		548,139	\$949,980.40	441,123
NS7509	Mar-03	2,167,648.00	596,915	\$877,340.25	407,580
NS7509	Apr-03	1,000,000.00	306,385	\$568,447.00	404,560
NS7509	May-03		337,664	\$138,532.57	230,116
NS7509	Jun-03		231,276	\$39,364.00	64,220
NS7509	Jul-03	405,000.00	217,000	\$170,869.81	281,424
NS7509	Aug-03		144,000	\$148,558.99	243,396
NS7509	Sep-03	100,000.00	191,927	\$214,156.69	351,720
NS7509	Oct-03		342,908	\$161,221.73	263,020
NS7509	Nov-03	203,000.00	201,591	\$115,473.81	188,740
NS7509	Dec-03	20,000.00	142,303	\$16,673.31	6,040
NS7509	Jan-04		202,803	\$569,903.22	206,440
NS7509	Feb-04	700,000.00	202,803	\$222,329.18	80,540
NS7509	Mar-04	1,000,000.00	162,115	\$149,715.74	119,300
NS7509	Apr-04	286,000.00	437,000	\$493,697.06	179,300
NS7509	May-04		387,214	\$612,703.00	222,160
NS7509	Jun-04	600,000.00	624,944	\$1,020,946.00	371,303
NS7509	Jul-04	201,651.00	307,274	\$732,016.00	265,123
NS7509	Aug-04	388,798.00	321,274	\$290,637.00	242,060
NS7509	Sep-04	151,959.00	674,866	\$377,833.00	476,844
NS7509	Oct-04	247,899.00	375,158	\$265,057.00	338,140
NS7509	Nov-04	180,006.00	291,376	\$173,652.00	221,000
NS7509	Dec-04	855,899.00	158,855	\$424,207.00	147,180
NS7509	Jan-05	1,500,000.00	268,717	\$714,396.00	247,900
NS7509	Feb-05	879,549.00	451,654	\$1,473,713.00	512,460
NS7509	Mar-05			-\$173,323.00	
NS7509	Apr-05	1,600,000.00	391,976	\$1,189,418.00	414,200
NS7509	May-05	898,585.00	331,051	\$688,558.00	392,820
NS7509			377,884	\$157,483.00	190,250

TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)

<u>ORDER NO.</u>	<u>FOR MONTH OF</u>	<u>DELIVERY ORDER FUNDING</u>	<u>MONTHLY FORECAST</u>	<u>VALUE OF DELIVERIES</u>	<u>QUANTITY DELIVERED</u>
FUNDING:					
DELIVERY ORDER FUNDING:				\$27,516,212	
VALUE OF DELIVERIES:				\$26,093,984	
BALANCE REMAINING:				<u>\$1,422,227</u>	
CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:				\$26,093,984	18,176,871

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 67	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6) CODE		
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
			10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

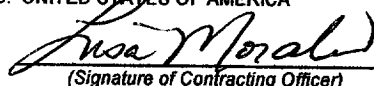
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to correct and reinsert Article F-3, Plant Source that was removed in error with modification no. 38. Replacement page 28, which includes the contractor's plant source is hereby attached and made a part of this contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 10/21/05

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

- B. Amendments to delivery orders will be issued in writing on a Standard Form 30, Optional Form 347, or equivalent, in the same manner as original orders with an alpha suffix added. In emergencies or special situations, the Contracting Officer or CPC may issue orders orally or by facsimile. The Contracting Officer or CPC will promptly execute a written DO or amendment to confirm all oral or facsimile orders.
- C. The CPC will send two (2) copies of all Delivery Orders and amendments to:
- NASA/KSC
Mail Code: TA-D2-B
Kennedy Space Center, FL 32899
- D. A Request for Shipment (RFS) for Liquid Hydrogen supplies against the written DOs will be issued by the Requirements Point of Contact (RPC) at the delivery point(s) specified in Article F-1. All such RFSs from the RPCs are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, the contract shall control. When the RPC makes a RFS against a DO issued as specified in A., above, the Contractor agrees to initiate the shipment of product as promptly as is necessary to ensure that the specified product can be delivered to the destination by the time and/or date required. Normal receiving hours for the delivery point(s) are specified in Article F-1. However, when required by any order placed under this contract, the Contractor agrees to deliver product seven days a week, 24 hours a day, including all holidays.
- E. A Request for Shipment against the written DOs will be placed by the RPC no later than Thursday of each week preceding the week the delivery is to be made. Verbal RFSs will be confirmed in writing as promptly as possible. Under unusual circumstances, all orders shall be accepted with a minimum of 48 hours notice.
- F. The Contractor shall bill the receiving destination as specified on the DO. The Finance Point of Contact (FPC) will coordinate all funding and payment issues and provide two (2) copies of certified invoices to the address in section C above.
- G. In the event of a conflict, the Contractor shall try to resolve all issues with the receiving destination's CPC first. If the parties are unable to reach a mutually acceptable solution, the Contracting Officer will evaluate the issues presented by the parties and render a final decision.
- H. The NASA Liquid Hydrogen Manager at Kennedy Space Center retains all Management responsibilities for this contract and will establish priority scheduling if conflicts occur.
- I. Any unauthorized over-shipment of the total quantity on order will be solely at the Contractor's risk and the Government shall not be obligated to pay for such unauthorized over-shipments.

ARTICLE F-3**PLANT SOURCE**

The LH2 to be delivered under this contract will normally be shipped from the Contractor's production plant located at the following address:

Praxair, Inc.
Industrial Road
McIntosh, AL 36553

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 68	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6)	CODE	
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810			
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
			10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A


13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Table G-3A. Replacement pages 34.2 and 34.3 reflecting these changes are attached and made a part of this contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 11/9/05
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
NS7509	Dec-00	\$ 3,095,000	525,000	\$2,362,184.04	393,520
NS7509	Jan-01	\$ -	896,119	\$487,873.82	846,714
NS7509	Feb-01	\$ -	467,000	\$158,235.54	296,675
NS7509	Mar-01	\$ 1,400,000	467,000	\$263,320.13	493,401
NS7509	Apr-01	\$ -	593,000	\$224,552.63	417,473
NS7509	May-01	\$ -	605,718	\$420,390.77	786,800
NS7509	Jun-01	\$ -	1,289,539	\$389,226.33	726,362
NS7509	Jul-01	\$ 2,000,000	711,437	\$301,735.17	495,182
NS7509	Aug-01	\$ -	648,194	\$1,037,495.30	648,943
NS7509	Sep-01	\$ -	436,037	\$241,668.36	341,307
NS7509	Oct-01	\$ 500,000	387,275	\$238,713.31	333,065
NS7509	Nov-01		533,706	\$609,584.63	426,620
NS7509	Dec-01	\$ 2,000,000	495,585	\$1,417,455.49	531,452
NS7509	Jan-02	\$ 2,000,000	446,968	\$1,069,410.60	401,400
NS7509	Feb-02		205,711	\$645,000.99	242,360
NS7509	Mar-02		214,242	\$573,364.13	215,556
NS7509	Apr-02	\$ 800,000	96,425	0.00	39,580
NS7509	May-02		429,167	\$173,702.49	213,451
NS7509	Jun-02		274,391	\$165,808.62	215,400
NS7509	Jul-02		577,779	\$312,047.20	405,236
NS7509	Aug-02		466,058	\$290,493.83	380,184
NS7509	Sep-02	443,550.62	694,067	\$194,923.27	255,112
NS7509	Oct-02	750,000.00	789,279	\$648,074.70	849,239
NS7509	Nov-02		395,279	\$206,972.87	271,600
NS7509	Dec-02	1,000,000.00	409,279	\$160,937.30	108,800
NS7509	Jan-03	141,667.00	347,750	\$717,253.00	332,480
NS7509	Feb-03		548,139	\$949,980.40	441,123
NS7509	Mar-03	2,167,648.00	596,915	\$877,340.25	407,580
NS7509	Apr-03	1,000,000.00	306,385	\$568,447.00	404,560
NS7509	May-03		337,664	\$138,532.57	230,116
NS7509	Jun-03		231,276	\$39,364.00	64,220
NS7509	Jul-03	405,000.00	217,000	\$170,869.81	281,424
NS7509	Aug-03		144,000	\$148,558.99	243,396
NS7509	Sep-03	100,000.00	191,927	\$214,156.69	351,720
NS7509	Oct-03		342,908	\$161,221.73	263,020
NS7509	Nov-03	203,000.00	201,591	\$115,473.81	188,740
NS7509	Dec-03	20,000.00	142,303	\$16,673.31	6,040
NS7509	Jan-04		202,803	\$569,903.22	206,440
NS7509	Feb-04	700,000.00	202,803	\$222,329.18	80,540
NS7509	Mar-04	1,000,000.00	162,115	\$149,715.74	119,300
NS7509	Apr-04	286,000.00	437,000	\$493,697.06	179,300
NS7509	May-04		387,214	\$612,703.00	222,160
NS7509	Jun-04	600,000.00	624,944	\$1,020,946.00	371,303
NS7509	Jul-04	201,651.00	307,274	\$732,016.00	265,123
NS7509	Aug-04	388,798.00	321,274	\$290,637.00	242,060
NS7509	Sep-04	151,959.00	674,866	\$377,833.00	476,844
NS7509	Oct-04	247,899.00	375,158	\$265,057.00	338,140
NS7509	Nov-04	180,006.00	291,376	\$173,652.00	221,000
NS7509	Dec-04	855,899.00	158,855	\$424,207.00	147,180
NS7509	Jan-05	1,500,000.00	268,717	\$714,396.00	247,900
NS7509	Feb-05	879,549.00	451,654	\$1,473,713.00	512,460
NS7509	Feb-05			-\$173,323.00	
NS7509	Mar-05	1,600,000.00	391,976	\$1,189,418.00	414,200
NS7509	Apr-05	898,585.00	331,051	\$688,559.00	392,820
NS7509	May-05		377,884	\$157,483.00	190,250
NS7509	Jun-05		401,203	\$325,111.00	389,700
NS7509	Jul-05	67,000.00	339,734	\$165,709.00	198,160

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
(STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
NS7509	Aug-95		396,196	\$299,629.00	356,940
NS7509	Sep-05	69,282.00	462,403	\$4,980.00	6,040

FUNDING:

DELIVERY ORDER FUNDING:

\$27,652,494

VALUE OF DELIVERIES:

\$26,889,414

BALANCE REMAINING:

\$763,079

CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:

\$26,889,414

19,127,711

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 69	3. EFFECTIVE DATE December 1, 2005	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6)	CODE	
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.
Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810		
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
		10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, Changes, Article B-4.H, Economic Price Adjustment Provision and mutual agreement of the parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to establish the revised pricing for the period 12/01/05 through 11/30/06 pursuant to Article B-4.H, Economic Price Adjustment Provision. The applicable prices for the period 12/01/05 through 11/30/06 are hereby established.

Replacement pages 12.2, 12.3, 12.4, 13.3, and 13.4 are attached, reflecting this change.




Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Walter W. Cox Director, Government and Aerospace Programs		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Attila Csoma Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 11/17/2005	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 11/28/2005
 (Signature of person authorized to sign)		 (Signature of Contracting Officer)	

TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

December 1, 1997 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(2), Economic Price Adjustment Provision

Contract Year	Tier 1(\$)		Tier 2 (\$)		Tier 3 (\$)		Tier 4 (\$)	
	First 400,000 lbs.		Next 3,600,000 lbs.		Next 2,000,000 lbs.		Over 6,000,000 lbs.	
Baseline Values*	\$	5.5463	\$	0.4783	\$	0.5532	\$	1.6178
12/01/97-11/30/98	\$	5.5129	\$	0.4735	\$	0.5479	\$	1.5990
12/01/98-11/30/99	\$	5.3436	\$	0.4489	\$	0.5208	\$	1.5035
12/01/99-11/30/00	\$	5.3369	\$	0.4480	\$	0.5198	\$	1.4997

December 1, 2000 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(3), Economic Price Adjustment Provision

Contract Year	Tier 1(\$)		Tier 2 (\$)		Tier 3 (\$)		Tier 4 (\$)**	
	First 1,500,000 lbs.		Next 2,500,000 lbs.		Next 2,000,000 lbs.		Over 6,000,000 lbs.	
Baseline Values**	\$	1.7306	\$	0.4783	\$	0.5532	\$	1.6178
12/01/00-11/30/01	\$	2.2203	\$	0.6300	\$	0.7204	\$	2.2081
12/01/01-11/30/02	\$	2.6778	\$	0.7717	\$	0.8766	\$	2.7596
12/01/02-11/30/03	\$	2.1703	\$	0.6145	\$	0.7033	\$	2.1479
12/01/03-11/30/04	\$	2.7674	\$	0.7995	\$	0.9072	\$	2.8676
12/01/04-11/30/05	\$	2.8924	\$	0.8382	\$	0.9499	\$	3.0183
12/01/05-11/30/06	\$	3.3467	\$	0.9790	\$	1.1050	\$	3.5659
12/01/06-11/30/07	TBD****		TBD****		TBD****		TBD****	
12/01/07-11/30/08	TBD****		TBD****		TBD****		TBD****	
12/01/08-11/30/09	TBD****		TBD****		TBD****		TBD****	
12/01/09-11/30/10	TBD****		TBD****		TBD****		TBD****	

* The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), Economic Price Adjustment Provision.

** The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), Economic Price Adjustment Provision.

*** Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

****To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

TABLE B-4.D Product Prices and Transportation Charges for Unforecasted Destinations

(All product prices are per pound and apply to cumulative quantities of delivered product)

<u>Contract Year</u>	<u>Product Prices (\$)</u>	<u>Transportation Charges Per Mile (\$)</u>
12/01/95-11/30/96	0.8379	2.4171
12/01/96-11/30/97	0.8317	2.3994
12/01/97-11/30/98	0.8313	2.3981
12/01/98-11/30/99	0.7980	2.3020
12/01/99-11/30/00	0.7967	2.2983
12/01/00-11/30/01	1.0439	3.0113
12/01/01-11/30/02	1.2360	3.5655
12/01/02-11/30/03	1.0229	2.9506
12/01/03-11/30/04	1.2740	3.6751
12/01/04-11/30/05	1.3266	3.8268
12/01/05-11/30/06	1.5177	4.378
12/01/06-11/30/07	TBD*	TBD*
12/01/07-11/30/08	TBD*	TBD*
12/01/08-11/30/09	TBD*	TBD*
12/01/09-11/30/10	TBD*	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

<u>Contract Year</u>	<u>Price</u>
12/01/95-11/30/96	\$1,230.65
12/01/96-11/30/97	1,221.61
12/01/97-11/30/98	1,220.99
12/01/98-11/30/99	1,172.07
12/01/99-11/30/00	1,170.14
12/01/00-11/30-01	1,533.19
12/01/01-11/30/02	1,815.34
12/01/02-11/30-03	1,502.29
12/01/03-11/30-04	1,871.13
12/01/04-11/30/05	1,948.38
12/01/05-11/30/06	2,229.03
12/01/06-11/30-07	TBD*
12/01/07-11/30/08	TBD*
12/01/08-11/30/09	TBD*
12/01/09-11/30/10	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. Demurrage Charges

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

<u>Period</u>	<u>Charge</u>
12/01/95 to 11/30/98	\$23.55
12/01/98 to 11/30/01	26.35
12/01/01 to 11/30/04	29.49
12/01/04 to 11/30/07	33.03
12/01/07 to 11/30/10	37.01

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/00 – 11/30/01	0.0797	(0.0098)	0.3382
12/01/01 – 11/30/02	0.1243	(0.0162)	0.4131
12/01/02 – 11/30/03	0.1171	0.0022	0.3495
12/01/03 – 11/30/04	0.1290	(0.0186)	0.4259
12/01/04 – 11/30/05	0.1617	(0.0147)	0.4557
12/01/05 – 11/30/06	(0.2926)	(0.1555)	0.3006

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

<u>Contract Year</u>	<u>Reimbursement Cap</u>
12/01/00 – 11/30/01	\$230,440.00
12/01/01 – 11/30/02	\$237,353.20
12/01/02 – 11/30/03	\$244,236.44
12/01/03 – 11/30/04	\$250,830.83
12/01/04 – 11/30/05	\$257,352.43
12/01/05 – 11/30/06	\$264,558.30
12/01/06 – 11/30/07	\$271,965.93
12/01/07 – 11/30/08	\$279,580.97
12/01/08 – 11/30/09	\$287,409.24
12/01/09 – 11/30/10	\$295,456.70

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	5.5463	0.4783	0.8342
12/01/97-11/30/98	5.4849	0.4730	0.8250
12/01/98-11/30/99	5.1740	0.4462	0.7782
12/01/99-11/30/00	5.1618	0.4451	0.7764

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	1.8125	0.4887	0.8342
12/01/00-11/30/01	2.3000	0.6202	1.0586
12/01/01-11/30/02	2.8021	0.7555	1.2897
12/01/02-11/30/03	2.2874	0.6167	1.0528
12/01/03-11/30/04	2.8964	0.7809	1.3331
12/01/04-11/30/05	3.0541	0.8235	1.4056
12/01/05-11/30/06	3.0541	0.8235	1.4056
12/01/06-11/30/07	TBD**	TBD**	TBD**
12/01/07-11/30/08	TBD**	TBD**	TBD**
12/01/08-11/30/09	TBD**	TBD**	TBD**
12/01/09-11/30/10	TBD**	TBD**	TBD**

* The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

** To be determined pursuant to Article B-4.I.3.(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/97 - 11/30/98	(0.0279)	(0.0004)	0.2771
12/01/98 - 11/30/99	(0.1695)	(0.0027)	0.2574
12/01/99 - 11/30/00	(0.1751)	(0.0028)	0.2566

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 70		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		OP-OS	7. ADMINISTERED BY (If other than Item 6)		CODE
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899					

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Praxair, Inc. Attn: Walter W. Cox 55 Old Ridgebury Rd. Danbury, CT 06810			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
			10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A


13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Table G-3A. Replacement pages 34.2 and 34.3 reflecting these changes are attached and made a part of this contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Attila Csoma Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 1/6/06
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
NS7509 (STENNIS SPACE CENTER ONLY)

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
NS7509	Dec-00	\$ 3,095,000.00	525,000	\$2,362,184.04	393,520
NS7509	Jan-01	-	896,119	\$487,873.82	846,714
NS7509	Feb-01	-	467,000	\$158,235.54	296,675
NS7509	Mar-01	1,400,000.00	467,000	\$263,320.13	493,401
NS7509	Apr-01	-	593,000	\$224,552.63	417,473
NS7509	May-01	-	605,718	\$420,390.77	786,800
NS7509	Jun-01	-	1,289,539	\$389,226.33	726,362
NS7509	Jul-01	2,000,000.00	711,437	\$301,735.17	495,182
NS7509	Aug-01	-	648,194	\$1,037,495.30	648,943
NS7509	Sep-01	-	436,037	\$241,668.36	341,307
NS7509	Oct-01	500,000.00	387,275	\$238,713.31	333,065
NS7509	Nov-01		533,706	\$609,584.63	426,620
NS7509	Dec-01	2,000,000.00	495,585	\$1,417,455.49	531,452
NS7509	Jan-02	2,000,000.00	446,968	\$1,069,410.60	401,400
NS7509	Feb-02		205,711	\$645,000.99	242,360
NS7509	Mar-02		214,242	\$573,364.13	215,556
NS7509	Apr-02	800,000.00	96,425	0.00	39,580
NS7509	May-02		429,167	\$173,702.49	213,451
NS7509	Jun-02		274,391	\$165,808.62	215,400
NS7509	Jul-02		577,779	\$312,047.20	405,236
NS7509	Aug-02		466,058	\$290,493.83	380,184
NS7509	Sep-02	443,550.62	694,067	\$194,923.27	255,112
NS7509	Oct-02	750,000.00	789,279	\$648,074.70	849,239
NS7509	Nov-02	141,667.00	395,279	\$206,972.87	271,600
NS7509	Dec-02	1,000,000.00	409,279	\$160,937.30	108,800
NS7509	Jan-03		347,750.00	\$717,253.00	332,480
NS7509	Feb-03		548,139.00	\$949,980.40	441,123
NS7509	Mar-03	\$2,167,648	596,915.00	\$877,340.25	407,580
NS7509	Apr-03	\$1,000,000	306,385.00	\$568,447.00	404,560
NS7509	May-03		337,664.00	\$138,532.57	230,116
NS7509	Jun-03		231,276.00	\$39,364.00	64,220
NS7509	Jul-03	\$405,000	217,000.00	\$170,869.81	281,424
NS7509	Aug-03		144,000.00	\$148,558.99	243,396
NS7509	Sep-03	\$100,000	191,927.00	\$214,156.69	351,720
NS7509	Oct-03		342,908.00	\$161,221.73	263,020
NS7509	Nov-03	\$203,000	201,591.00	\$115,473.81	188,740
NS7509	Dec-03	\$20,000	142,303.00	\$16,673.31	6,040
NS7509	Jan-04		202,803.00	\$569,903.22	206,440

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
NS7509 (STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
NS7509	Feb-04	\$700,000	202,803.00	\$222,329.18	80,540
NS7509	Mar-04	\$1,000,000	162,115.00	\$149,715.74	119,300
NS7509	Apr-04	\$286,000	437,000.00	\$493,697.06	179,300
NS7509	May-04		387,214.00	\$612,703.46	222,160
NS7509	Jun-04	\$600,000	624,944.00	\$1,020,946.10	371,303
NS7509	Jul-04	\$201,651	307,274.00	\$732,016.57	265,123
NS7509	Aug-04	\$388,798.67	321,274.00	\$290,637.42	242,060
NS7509	Sep-04	\$151,959.39	674,866.00	\$677,833.85	476,844
NS7509	Oct-04	\$247,898.94	375,158.00	\$265,057.08	338,140
NS7509	Nov-04	\$180,006.28	291,376.00	\$173,652.28	221,000
NS7509	Dec-04	\$855,898.50	158,855.00	\$424,206.65	147,180
NS7509	Jan-05	\$1,500,000.00	268,717.00	\$714,396.63	247,900
NS7509	Feb-05	\$879,549.00	451,654.00	\$1,473,713.10	512,460
NS7509	Feb-05	\$0.00	0.00	-\$173,323.45	-
NS7509	Mar-05	\$1,600,000.00	391,976.00	\$1,189,418.24	414,200
NS7509	Apr-05	\$898,585.00	331,051.00	\$688,558.75	392,820
NS7509	May-05		377,884.00	\$157,482.89	190,250
NS7509	Jun-05		401,203.00	\$325,110.83	389,700
NS7509	Jul-05	\$67,000.00	339,734.00	\$165,708.61	198,160
NS7509	Aug-05		396,196.00	\$299,629.46	356,940
NS7509	Sep-05	\$69,282.00	462,403.00	\$4,980.55	6,040
NS7509	Oct-05		192,217.00	\$259,050.87	309,690.00
NS7509	Nov-05		541,144.00	\$195,497.47	231,040.00

FUNDING:

DELIVERY ORDER FUNDING:

\$ 27,652,494.33

VALUE OF DELIVERIES:

\$27,343,965.64

BALANCE REMAINING:

\$308,528.69

CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:

\$ 27,652,494.33

19,668,441

VALUE OF DELIVERIES INCLUDE EARLY PAY DISCOUNTS.

\$27,343,965.64

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 71	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6) CODE		
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100	
			10B. DATED (SEE ITEM 13) August 09, 1994	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in personnel, office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) Supplemental Agreement pursuant to the mutual agreement of the parties			
E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)				
<p>The purpose of this modification is to formally document the agreement reached on January 10, 2006 to extend Tier 2 pricing of \$0.9787/lb for actual December 2005 deliveries of 395,457 lbs. Implementation of Tier 1 pricing of \$3.3467/lb is thereby delayed by one (1) month and is effective as of January 1, 2006 for the first 1.5 million lbs and change to Tier 2 pricing for the subsequent 2 million lbs.</p> <p>All other Terms and Conditions remain unchanged.</p>				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Walter W. Cox Director, Government and Aerospace Programs		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Attila Csoma Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED January 11, 2006	15D. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 1/17/06	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">72</div>		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY <div style="text-align: center;">CODE</div>		<div style="text-align: center;">OP-OS</div>		7. ADMINISTERED BY (If other than Item 6) <div style="text-align: center;">CODE</div>			
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Praxair, Inc. Attn: Walter W. Cox 55 Old Ridgebury Rd. Danbury, CT 06810				(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. <div style="text-align: center;">NAS10-12100</div> 10B. DATED (SEE ITEM 13) <div style="text-align: center;">August 09, 1994</div>			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:							
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <div style="text-align: center;">N/A</div>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(x)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The purpose of this modification is to add NFS clause 1852.237-73 Release of Sensitive Information (June 2005) per contractor's e-mail dated February 14, 2006. Replacement pages 41.1 and 41.2 reflecting the addition of the clause are attached and made a part of this contract.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Attila Csoma Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		<div style="font-size: 1.2em;">2/16/06</div>	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

ARTICLE I-5 RELEASE OF SENSITIVE INFORMATION NFS 1852.237-73 (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information.

This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

6

2. AMENDMENT/MODIFICATION NO.

73

3. EFFECTIVE DATE

December 1, 2005

4. REQUISITION/PURCHASE REQ. NO.

N/A

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

OP-OS

7. ADMINISTERED BY (If other than Item 6)

CODE

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Praxair, Inc.
Attn: Doreen Heal
55 Old Ridgebury Rd.
Danbury, CT 06810

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-12100

10B. DATED (SEE ITEM 13)

August 09, 1994

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, Changes, Article B-4.H, Economic Price Adjustment Provision and mutual agreement of the parties

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to establish the revised pricing for the period 12/01/06 through 11/30/07 pursuant to Article B-4.H, Economic Price Adjustment Provision. The applicable prices for the period 12/01/06 through 11/30/07 are hereby established.

Replacement pages 12.2, 12.3, 12.4, 13.3, and 13.4 are attached, reflecting this change.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Attila Csoma
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY

(Signature of Contracting Officer)

11/20/06

(Signature of person authorized to sign)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

December 1, 1997 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(2), Economic Price Adjustment Provision

Contract Year	Tier 1(\$) First 400,000 lbs.	Tier 2 (\$) Next 3,600,000 lbs.	Tier 3 (\$) Next 2,000,000 lbs.	Tier 4 (\$) Over 6,000,000 lbs.
Baseline Values*	\$ 5.5463	\$ 0.4783	\$ 0.5532	\$ 1.6178
12/01/97-11/30/98	\$ 5.5129	\$ 0.4735	\$ 0.5479	\$ 1.5990
12/01/98-11/30/99	\$ 5.3436	\$ 0.4489	\$ 0.5208	\$ 1.5035
12/01/99-11/30/00	\$ 5.3369	\$ 0.4480	\$ 0.5198	\$ 1.4997

December 1, 2000 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(3), Economic Price Adjustment Provision

Contract Year	Tier 1(\$) First 1,500,000 lbs.	Tier 2 (\$) Next 2,500,000 lbs.	Tier 3 (\$) Next 2,000,000 lbs.	Tier 4 (\$)** Over 6,000,000 lbs.
Baseline Values**	\$ 1.7306	\$ 0.4783	\$ 0.5532	\$ 1.6178
12/01/00-11/30/01	\$ 2.2203	\$ 0.6300	\$ 0.7204	\$ 2.2081
12/01/01-11/30/02	\$ 2.6778	\$ 0.7717	\$ 0.8766	\$ 2.7596
12/01/02-11/30/03	\$ 2.1703	\$ 0.6145	\$ 0.7033	\$ 2.1479
12/01/03-11/30/04	\$ 2.7674	\$ 0.7995	\$ 0.9072	\$ 2.8676
12/01/04-11/30/05	\$ 2.8924	\$ 0.8382	\$ 0.9499	\$ 3.0183
12/01/05-11/30/06	\$ 3.3467	\$ 0.9790	\$ 1.1050	\$ 3.5659
12/01/06-11/30/07	\$ 3.8425	\$ 1.1326	\$ 1.2743	\$ 4.1636
12/01/07-11/30/08	TBD****	TBD****	TBD****	TBD****
12/01/08-11/30/09	TBD****	TBD****	TBD****	TBD****
12/01/09-11/30/10	TBD****	TBD****	TBD****	TBD****

* The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), Economic Price Adjustment Provision.** The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), Economic Price Adjustment Provision.

*** Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

****To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

TABLE B-4.D Product Prices and Transportation Charges for Unforecasted Destinations

(All product prices are per pound and apply to cumulative quantities of delivered product)

<u>Contract Year</u>	<u>Product Prices (\$)</u>	<u>Transportation Charges Per Mile (\$)</u>
12/01/95-11/30/96	0.8379	2.4171
12/01/96-11/30/97	0.8317	2.3994
12/01/97-11/30/98	0.8313	2.3981
12/01/98-11/30/99	0.7980	2.3020
12/01/99-11/30/00	0.7967	2.2983
12/01/00-11/30/01	1.0439	3.0113
12/01/01-11/30/02	1.2360	3.5655
12/01/02-11/30/03	1.0229	2.9506
12/01/03-11/30/04	1.2740	3.6751
12/01/04-11/30/05	1.3266	3.8268
12/01/05-11/30/06	1.5177	4.378
12/01/06-11/30/07	1.7262	4.9796
12/01/07-11/30/08	TBD*	TBD*
12/01/08-11/30/09	TBD*	TBD*
12/01/09-11/30/10	TBD*	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

Contract Year	<u>Price</u>
12/01/95-11/30/96	\$1,230.65
12/01/96-11/30/97	1,221.61
12/01/97-11/30/98	1,220.99
12/01/98-11/30/99	1,172.07
12/01/99-11/30/00	1,170.14
12/01/00-11/30-01	1,533.19
12/01/01-11/30/02	1,815.34
12/01/02-11/30-03	1,502.29
12/01/03-11/30-04	1,871.13
12/01/04-11/30/05	1,948.38
12/01/05-11/30/06	2,229.03
12/01/06-11/30-07	2,535.31
12/01/07-11/30/08	TBD*
12/01/08-11/30/09	TBD*
12/01/09-11/30/10	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. Demurrage Charges

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

<u>Period</u>	<u>Charge</u>
12/01/95 to 11/30/98	\$23.55
12/01/98 to 11/30/01	26.35
12/01/01 to 11/30/04	29.49
12/01/04 to 11/30/07	33.03
12/01/07 to 11/30/10	37.01

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	5.5463	0.4783	0.8342
12/01/97-11/30/98	5.4849	0.4730	0.8250
12/01/98-11/30/99	5.1740	0.4462	0.7782
12/01/99-11/30/00	5.1618	0.4451	0.7764

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	1.8125	0.4887	0.8342
12/01/00-11/30/01	2.3000	0.6202	1.0586
12/01/01-11/30/02	2.8021	0.7555	1.2897
12/01/02-11/30/03	2.2874	0.6167	1.0528
12/01/03-11/30/04	2.8964	0.7809	1.3331
12/01/04-11/30/05	3.0541	0.8235	1.4056
12/01/05-11/30/06	3.4800	0.9383	1.6017
12/01/06-11/30/07	3.8498	1.0380	1.7718
12/01/07-11/30/08	TBD**	TBD**	TBD**
12/01/08-11/30/09	TBD**	TBD**	TBD**
12/01/09-11/30/10	TBD**	TBD**	TBD**

* The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

** To be determined pursuant to Article B-4.I.3.(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/97 - 11/30/98	(0.0279)	(0.0004)	0.2771
12/01/98 - 11/30/99	(0.1695)	(0.0027)	0.2574
12/01/99 - 11/30/00	(0.1751)	(0.0028)	0.2566

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/00 – 11/30/01	0.0797	(0.0098)	0.3382
12/01/01 – 11/30/02	0.1243	(0.0162)	0.4131
12/01/02 – 11/30/03	0.1171	0.0022	0.3495
12/01/03 – 11/30/04	0.1290	(0.0186)	0.4259
12/01/04 – 11/30/05	0.1617	(0.0147)	0.4557
12/01/05 – 11/30/06	(0.2926)	(0.1555)	0.3006
12/01/06 – 11/30/07	0.0073	(0.0946)	0.4975

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

<u>Contract Year</u>	<u>Reimbursement Cap</u>
12/01/00 – 11/30/01	\$230,440.00
12/01/01 – 11/30/02	\$237,353.20
12/01/02 – 11/30/03	\$244,236.44
12/01/03 – 11/30/04	\$250,830.83
12/01/04 – 11/30/05	\$257,352.43
12/01/05 – 11/30/06	\$264,558.30
12/01/06 – 11/30/07	\$271,965.93
12/01/07 – 11/30/08	\$279,580.97
12/01/08 – 11/30/09	\$287,409.24
12/01/09 – 11/30/10	\$295,456.70

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 74	3. EFFECTIVE DATE December 1, 2005	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	OP-OS	7. ADMINISTERED BY (If other than Item 6) CODE	
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Praxair, Inc. Attn: Doreen Heal 55 Old Ridgebury Rd. Danbury, CT 06810		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100
			10B. DATED (SEE ITEM 13) August 09, 1994
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to correct Contract Table B-4.1.2(B) – Reimbursement Rate, and update Contract Table G-3A – Delivery Orders, Deliveries, and Contract Value.

Replacement pages 13.4, 34.2 and 34.3 reflecting these changes are attached and are made part of this contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Attila Csoma Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 1/26/07

NSN 7540-01-152-8070

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B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/00 – 11/30/01	0.0797	(0.0098)	0.3382
12/01/01 – 11/30/02	0.1243	(0.0162)	0.4131
12/01/02 – 11/30/03	0.1171	0.0022	0.3495
12/01/03 – 11/30/04	0.1290	(0.0186)	0.4259
12/01/04 – 11/30/05	0.1617	(0.0147)	0.4557
12/01/05 – 11/30/06	0.1333	(0.0407)	0.4967
12/01/06 – 11/30/07	0.0073	(0.0946)	0.4975

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

<u>Contract Year</u>	<u>Reimbursement Cap</u>
12/01/00 – 11/30/01	\$230,440.00
12/01/01 – 11/30/02	\$237,353.20
12/01/02 – 11/30/03	\$244,236.44
12/01/03 – 11/30/04	\$250,830.83
12/01/04 – 11/30/05	\$257,352.43
12/01/05 – 11/30/06	\$264,558.30
12/01/06 – 11/30/07	\$271,965.93
12/01/07 – 11/30/08	\$279,580.97
12/01/08 – 11/30/09	\$287,409.24
12/01/09 – 11/30/10	\$295,456.70

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
NS7509 (STENNIS SPACE CENTER ONLY)**

ORDER NO.	FOR MONTH OF	DELIVERY ORDER FUNDING	MONTHLY FORECAST	VALUE OF DELIVERIES	QUANTITY DELIVERED
NS7509	Dec-00	\$ 3,095,000.00	525,000	\$2,362,184.04	393,520
NS7509	Jan-01	-	896,119	\$487,873.82	846,714
NS7509	Feb-01	-	467,000	\$158,235.54	296,675
NS7509	Mar-01	1,400,000.00	467,000	\$263,320.13	493,401
NS7509	Apr-01	-	593,000	\$224,552.63	417,473
NS7509	May-01	-	605,718	\$420,390.77	786,800
NS7509	Jun-01	-	1,289,539	\$389,226.33	726,362
NS7509	Jul-01	2,000,000.00	711,437	\$301,735.17	495,182
NS7509	Aug-01	-	648,194	\$1,037,495.30	648,943
NS7509	Sep-01	-	436,037	\$241,668.36	341,307
NS7509	Oct-01	500,000.00	387,275	\$238,713.31	333,065
NS7509	Nov-01	-	533,706	\$609,584.63	426,620
NS7509	Dec-01	2,000,000.00	495,585	\$1,417,455.49	531,452
NS7509	Jan-02	2,000,000.00	446,968	\$1,069,410.60	401,400
NS7509	Feb-02	-	205,711	\$645,000.99	242,360
NS7509	Mar-02	-	214,242	\$573,364.13	215,556
NS7509	Apr-02	800,000.00	96,425	0.00	39,580
NS7509	May-02	-	429,167	\$173,702.49	213,451
NS7509	Jun-02	-	274,391	\$165,808.62	215,400
NS7509	Jul-02	-	577,779	\$312,047.20	405,236
NS7509	Aug-02	-	466,058	\$290,493.83	380,184
NS7509	Sep-02	443,550.62	694,067	\$194,923.27	255,112
NS7509	Oct-02	750,000.00	789,279	\$648,074.70	849,239
NS7509	Nov-02	141,667.00	395,279	\$206,972.87	271,600
NS7509	Dec-02	1,000,000.00	409,279	\$160,937.30	108,800
NS7509	Jan-03	-	347,750.00	\$717,253.00	332,480
NS7509	Feb-03	-	548,139.00	\$949,980.40	441,123
NS7509	Mar-03	\$2,167,648	596,915.00	\$877,340.25	407,580
NS7509	Apr-03	\$1,000,000	306,385.00	\$568,447.00	404,560
NS7509	May-03	-	337,664.00	\$138,532.57	230,116
NS7509	Jun-03	-	231,276.00	\$39,364.00	64,220
NS7509	Jul-03	\$405,000	217,000.00	\$170,869.81	281,424
NS7509	Aug-03	-	144,000.00	\$148,558.99	243,396
NS7509	Sep-03	\$100,000	191,927.00	\$214,156.69	351,720
NS7509	Oct-03	-	342,908.00	\$161,221.73	263,020
NS7509	Nov-03	\$203,000	201,591.00	\$115,473.81	188,740
NS7509	Dec-03	\$20,000	142,303.00	\$16,673.31	6,040
NS7509	Jan-04	-	202,803.00	\$569,903.22	206,440
NS7509	Feb-04	\$700,000	202,803.00	\$222,329.18	80,540
NS7509	Mar-04	\$1,000,000	162,115.00	\$149,715.74	119,300
NS7509	Apr-04	\$286,000	437,000.00	\$493,697.06	179,300
NS7509	May-04	-	387,214.00	\$612,703.46	222,160
NS7509	Jun-04	\$600,000	624,944.00	\$1,020,946.10	371,303
NS7509	Jul-04	\$201,651	307,274.00	\$732,016.57	265,123
NS7509	Aug-04	\$388,798.67	321,274.00	\$290,637.42	242,060
NS7509	Sep-04	\$151,959.39	674,866.00	\$377,833.85	476,844
NS7509	Oct-04	\$247,898.94	375,158.00	\$265,057.08	338,140
NS7509	Nov-04	\$180,006.28	291,376.00	\$173,652.28	221,000
NS7509	Dec-04	\$855,898.50	158,855.00	\$424,206.65	147,180
NS7509	Jan-05	\$1,500,000.00	268,717.00	\$714,396.63	247,900
NS7509	Feb-05	\$879,549.00	451,654.00	\$1,473,713.10	512,460
NS7509	Feb-05	\$0.00	0.00	-\$173,323.45	-
NS7509	Mar-05	\$1,600,000.00	391,976.00	\$1,189,418.24	414,200
NS7509	Apr-05	\$898,585.00	331,051.00	\$688,552.75	392,820
NS7509	May-05	-	377,884.00	\$157,482.89	190,250
NS7509	Jun-05	-	401,203.00	\$325,110.83	389,700
NS7509	Jul-05	\$67,000.00	339,734.00	\$165,708.61	198,160
NS7509	Aug-05	-	396,196.00	\$299,629.46	356,940

34.2

**TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE
NS7509 (STENNIS SPACE CENTER ONLY)**

<u>ORDER NO.</u>	<u>FOR MONTH OF</u>	<u>DELIVERY ORDER FUNDING</u>	<u>MONTHLY FORECAST</u>	<u>VALUE OF DELIVERIES</u>	<u>QUANTITY DELIVERED</u>
NS7509	Sep-05	\$69,282.00	462,403.00	\$4,980.55	6,040
NS7509	Oct-05		192,217.00	\$259,700.12	309,690.00
NS7509	Nov-05		541,144.00	\$195,497.47	231,040.00
NS7509	Dec-05	\$2,867,309.71	257,338.00	\$403,364.36	411,620.00
NS7509	Jan-06	\$600,000.00	400,783.00	\$1,365,778.72	477,620.00
NS7509	Feb-06	\$0.00	335,836.00	\$1,062,899.18	318,260.00
NS7509	Mar-06	\$0.00	283,175.00	\$450,465.82	134,600.00
NS7509	Apr-06	\$1,260,000.00	196,375.00	\$631,434.81	188,900.00
NS7509	May-06	\$1,623,260.00	542,849.00	\$876,982.85	262,000.00
NS7509	Jun-06	\$350,000.00	231,441.00	\$545,304.95	267,360.00
NS7509	Jul-06		473,357.00	\$482,491.40	492,540.00
NS7509	Aug-06	\$2,000,000.00	801,365.00	\$773,500.45	791,440.00
NS7509	Sep-06	\$231,612.54	298,605.00	\$376,876.56	384,780.00
NS7509	Oct-06	\$0.00	182,026.00	\$221,775.07	227,100.00
NS7509	nov 2006	\$0.00	208,364.00	\$155,798.06	159,140.00
FUNDING:					
DELIVERY ORDER FUNDING:				\$ 36,584,676.58	
VALUE OF DELIVERIES:				\$34,691,281.12	
BALANCE REMAINING:				<u>\$1,893,395.46</u>	
CONTRACT VALUE & TOTAL QUANTITIES DELIVERED:				\$ 36,584,676.58	23,783,801
VALUE OF DELIVERIES INCLUDE EARLY PAY DISCOUNTS.				\$34,691,281.12	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. 75		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		CODE KSC		5. PROJECT NO. (If applicable) 7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRAXAIR INC Attn: NONE SPECIFIED 39 OLD RIDGEBURY RD STE 7 DANBURY CT 06810-5109		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1012100	
				10B. DATED (SEE ITEM 11) 08/09/1994	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A					

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.219-9, Small, Small Disadvantaged and Women Owned Small Business Sub
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return _____ copies to the issuing office.

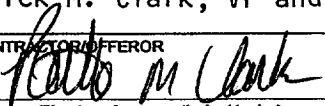
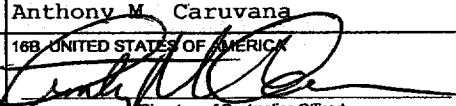
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this supplemental agreement is to incorporate the Contractor's updated Commercial Company Wide Subcontracting Plan for the Period January 1, 2007 to December 31, 2009.

1. Delete the existing contract pages 102 - 111 in their entirety. Insert the attached Subcontracting Plan replacement pages, contract page numbers 102 - 110.

2. It is understood that another update to this Subcontracting Plan will take place to meet the corrective action plan requirements mandated by the Small Business Administration. At that time, a resubmission of the Subcontracting Plan will be required.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Patrick M. Clark, VP and Controller		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony M. Caruvana	
15B. CONTRACTOR OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/29/07	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/29/07



39 Old Ridgebury Road
Danbury, Connecticut 06810-5113

**Commercial Company-Wide
Subcontracting Plan**

For

**Small Business, Other Than Small Business,
Veteran-Owned Small Business,
Service-Disabled Veteran-Owned Small Business,
Historically Underutilized Business Zone Small Business,
Small Disadvantaged Business,
and Women-Owned Small Business Concerns**

Effective Period of Commercial Plan

From: January 1, 2007 To: December 31, 2009



39 Old Ridgebury Road
Danbury, Connecticut 06810-5123

**Commercial Company-Wide
Subcontracting Plan**

For

**Small Business, Other Than Small Business (Large),
Veteran-Owned Small Business,
Service-Disabled Veteran-Owned Small Business,
Historically Underutilized Business Zone Small Business,
Small Disadvantaged Business,
and Women-Owned Small Business Concerns**

Contractor:	Praxair, Inc.
Address:	39 Old Ridgebury Road Danbury, Connecticut 06810-5113
Telephone:	203-837-2296
Fax:	203-837-2555
Small Business Liaison Officer:	Patrick M. Clark
E-mail:	pat_clark@praxair.com
Type of Product:	Atmospheric and other industrial and specialty gas products, metallic and ceramic coatings and powders and related technologies, services, processes and equipment.

The following, together with any attachments, is hereby submitted as a commercial subcontracting plan to satisfy the requirements of Public Law 95-507 and in accordance with FAR Clause 52.219-9 in Praxair, Inc. solicitations.

1. Percentage Goals (expressed in terms of percentage of total planned Subcontracting dollars)

Total Planned Subcontracting Dollars	\$1,300,000,000 100%
a) Percentage of subcontract dollars to be subcontracted to Small Business (SB) concerns	30.00%
b) Percentage of subcontract dollars to be subcontracted to other than Small Business (LB) concerns	70.0%
c) Percentage of subcontract dollars to be subcontracted to Veteran-Owned Small Business concerns (VOSB)	1.5%
d) Percentage of subcontracting dollars to be subcontracted to Service-Disabled Veteran-Owned Small Business (SD-VOSB) concerns	0.035%
e) Percentage of subcontract dollars to be subcontracted to Historically Underutilized Business Zone Small Business (HUBZone) concerns	0.025%
f) Percentage of subcontract dollars to be subcontracted to Small Disadvantaged Business (SDB) concerns	0.5%
g) Percentage of subcontract dollars to be subcontracted to Women-Owned Small Business (WOSB) concerns	3.00%

2. Total dollars planned to be subcontracted are \$1,300,000,000 and total dollars planned to be subcontracted to:

a) Small business concerns are	\$390,000,000
b) Other than small business concerns are	\$910,000,000
c) Veteran-owned small business concerns are	\$19,500,000
d) Service-Disabled Veteran-owned small business concerns are	\$455,000
e) HUBZone small business concerns are	\$325,000
f) Small disadvantaged business concerns are	\$6,500,000
g) Women-owned small business concerns are	\$39,000,000

3. The principal products and services that Praxair, Inc. anticipates to subcontract and the identification of the type of business concern planned are indicated in the chart below. Those to be subcontracted to small business concerns are listed under (i), those to be subcontracted to veteran-owned small business concerns are listed under (ii), those to be subcontracted to HUBZone small business concerns are listed under (iii), those to be subcontracted to small disadvantaged business concerns are listed under (iv), those to be subcontracted to women-owned small business concerns are listed under (v), those to be subcontracted to other than small business concerns are listed under (vi), and those to be subcontracted to service-disabled veteran-owned small business concerns are listed under (vii) respectively in the chart below.

	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)
	Small Business	Veteran- Owned Small Business	HUBZone Small Business	Small Disadvantaged Business	Woman- Owned Small Business	Other than Small Business	Service- Disabled Veteran- Owned Small Business
Advertising	x	x	x	x	x	x	x
Building Maintenance Services	x	x	x	x	x	x	x
Cellular Telephone Services	x			x	x	x	x
Cleaning And Janitorial Services	x	x		x	x	x	x
Common Carriage - Transportation	x		x	x	x	x	x
Computer Services	x	x		x	x	x	
Custom Machine Shop Manufacturing	x	x			x	x	x
Gas & Liquid Cylinder Repair Services	x	x			x	x	x
Heating & Air Conditioning Repair	x	x	x	x	x	x	x
Industrial Process Machinery & Supply	x	x	x	x		x	x
Labor Training or Development	x	x		x	x	x	x
Machining Services	x	x	x		x	x	x
Management Advisory Services	x				x	x	
Material Handling Equipment & Services	x	x	x	x		x	x
Measuring and Testing Servers	x				x	x	
Mill Supplies	x			x	x	x	
Motors Repair	x	x	x			x	x
Motor Vehicle and Truck Repairs	x	x	x	x	x	x	x
Office Equipment & Stationery Supply	x	x	x	x	x	x	x
Packaging Materials (Cartons/Skids)	x	x		x	x	x	x
Paint Applications, Industrial/Specialized	x	x		x	x	x	
Plating Services	x	x	x	x		x	x
Plowing and Landscaping Services	x	x		x	x		
Plumbing System Maintenance	x	x		x	x	x	
Process Instrumentation	x			x	x	x	
Raw Material (includes chemicals)	x					x	x
Repair and Maintenance Services	x	x	x	x	x	x	x
Research & Development Services	x				x	x	
Welding Services & Pipefitting	x	x		x		x	x

4. The method used to develop the above subcontracting goals is as follows:

At the end of each year, each purchasing manager is contacted to evaluate actual performance versus goal. The evaluation seeks to address deficiencies, if any, and how to improve performance. Thereafter, the goals for the succeeding year are formulated and communicated to the corporate small business liaison officer who coordinates the establishment of goals by Praxair, Inc. for the coming year.

5. The method used to identify potential sources for solicitation purposes is as follows:

Praxair, Inc. constantly seeks new sources of supply for raw materials, components, supplies and services from small business, veteran-owned small business, service-disabled veteran-owned small business, historically underutilized business zone small business, small disadvantaged business, and women-owned small business concerns able to provide quality products and services in a timely fashion. Since 1972, Praxair, Inc. as Linde Division has participated in Union Carbide's Minority Supplier Program. Effective June 30, 1992, Praxair, Inc.

became an independent public company and since that date has continued to conduct the Minority Supplier Program.

- a) These goals are expressed in terms of percentage of the total planned US. domestic subcontracting dollars for commercial business including governmental business. Praxair, Inc. has included the raw materials, components, supplies and services needed to support its U.S. operations for the period January 1, 2007 through December 31, 2009. However, certain items like utilities, taxes, financial services, gas and water were not included in the planned subcontracting dollars.

Total Estimated Planned Subcontracting Dollars	<u>% of Total</u> 100%	<u>Dollars</u> \$1,300,000,000
(1) Small Business (SB)	30.0%	\$390,000,000
(2) Veteran-Owned Small Business	1.5%	\$19,500,000
(3) HUBZone Small Business	0.025%	\$325,000
(4) Small Disadvantaged Business	0.5%	\$6,500,000
(5) Women-Owned Small Business	3.0%	\$39,000,000
(6) Service-Disabled Veteran-Owned Small Business	0.035%	\$455,400
(7) Other Than Small Business	70.0%	\$910,000,000

- b) The development of goals, the solicitation of mailing lists, and the identification of the types of business concerns to be solicited are based on the following:

- (1) Praxair, Inc. purchasing mailing lists, updated periodically;
- (2) Regional minority purchasing council supplier information services;
- (3) Participation in trade fairs and industry meetings;
- (4) Advertisement in industry and local publications;
- (5) Participation in purchasing management associations;
- (6) Selective mailing to specific Praxair, Inc. suppliers;
- (7) Using DOD's Central Contractor Registration (CCR) for entering and searching for small business sources and accessing the Small Business Administration's Sub-net through www.sba.gov to advertise subcontracting opportunities;
- (8) Access to the Research and Information Division of the Minority Business Development Agency in the Department of Commerce; and
- (9) Veterans service organizations.

- c) The goals stated above cannot be directly related to any specific government contract, but are applicable to the total of all Praxair, Inc. procurements, including those for the federal government and its agencies. However, should contract specific opportunities occur, Praxair, Inc. will utilize them as appropriate.
6. Indirect costs are () are not (X) included in the above goals.
7. The following individual will administer the subcontracting program:

Name: Mr. Patrick M. Clark
E-mail: pat_clark@praxair.com
Address: Praxair, Inc.
39 Old Ridgebury Road
Danbury, CT 06810-5113
Tele: 203-837-2296
FAX: 203-837-2555
Title: Small Business Liaison Officer, VP Controller

The Small Business Liaison Officer's specific duties, as they relate to Praxair, Inc.'s subcontracting program, are as follows:

General overall responsibility for review, monitoring and execution of the plan including but not limited to:

- a) Oversight of sources of Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SD-VOSB), Historically Underutilized Business Zone Small Business (HUBZone), Small Disadvantaged Business (SDB) and Women-Owned Small Business (WOSB), and effective use of identified sources in the award of the subcontracts.
- b) Assuring inclusion of SB, VOSB, SD-VSOB, HUBZone, SDB and WOSB concerns in all solicitations where appropriate.
- c) Attending or arranging for attendance at business opportunity workshops, minority business enterprise seminars, and trade fairs.
- d) Conducting or arranging for motivational training for purchasing personnel pursuant to the intent of PL 95-507.
- e) Monitoring attainment of proposed goals.
- f) Reviewing solicitations to remove statements, clauses, etc. which tend to prohibit SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns participation.
- g) Additions to (or deletions from) the duties specified above are as follows:

The efforts to assure equitable opportunity to SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns are primarily spelled out in the Administrator's duties above, and include records of individual buyer's contribution to the success of the plan. Outreach efforts will include offering the qualifying firms managerial, technical, production, and quality control assistance and relaxation of deadlines when appropriate.

8. Praxair, Inc. will make the following efforts to assure that SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns will have an equitable opportunity to compete for subcontracts:
- a) Issue and promulgate company-wide policy statements in support of this effort, develop written procedures and work instructions, and assign specific responsibilities regarding requirements of this plan.
 - b) Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress and establishment of overall business and company goals and objectives.
 - c) Attend and arrange purchasing personnel regarding the support of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns.
 - d) Assist SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation of such business concerns.
 - e) Provide adequate and timely consideration of the potential capabilities of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns in all make or buy decisions.
 - f) Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns as are referred by the small business utilization specialists.
 - g) In accordance with Public Law 99-661, Section 1207 and Public Law 100-180, Section 805, make every good faith effort to seek out, develop and award contracts to SB, VOSB, SD-VOSB, HUBZone, SDB, WOSB, historically black colleges and universities, and minority institutions.

9. Flow-Down Clause

Praxair, Inc. will include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan".

10. Reporting and Cooperation

Praxair, Inc. will give assurance of: (a) cooperation in any studies or surveys that may be required; (b) submission of periodic reports which show compliance with the subcontracting plan; (c) submission of the Summary Subcontract Report through the electronic Summary Reporting System (eSRS), and (d) agreement by its large business subcontractors with subcontracting plans that they will submit annual Summary Subcontract Reports.

Reporting Period
Oct 1 - Sep 30

Report Due
Summary Subcontract Report
(eSRS)

Due Date
10/30

I, THE UNDERSIGNED, A DESIGNATED OFFICER OF PRAXAIR, INC., DO HEREBY STATE THAT PRAXAIR, INC. AGREES TO CARRY OUT THE GOVERNMENT'S POLICY TO PROVIDE THE MAXIMUM PRACTICABLE OPPORTUNITY FOR SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS CONCERNS TO PARTICIPATE IN THE PERFORMANCE OF THIS CONTRACT CONSISTENT WITH ITS EFFICIENT PERFORMANCE.

PRAXAIR, INC.
NAME OF CONTRACTOR

Signature:



Name and Title:

Patrick M. Clark, Vice President, Controller
& SBLO

Date Prepared:

May 10, 2007

PLAN ACCEPTED BY:


(CONTRACTING OFFICER)

DATE: 8/28/07

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

6

2. AMENDMENT/MODIFICATION NO.

76

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

KSC

7. ADMINISTERED BY (If other than Item 6)

CODE

KSC

NASA/John F. Kennedy Space Center

Attn: Beverly Davis

MAIL CODE OP-OS

KENNEDY SPACE CENTER FL 32899

NASA/Kennedy Space Center

Attn: Beverly Davis

MAIL CODE OP-OS

KENNEDY SPACE CENTER FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

PRAXAIR INC

Attn: NONE SPECIFIED

39 OLD RIDGEBURY RD STE 7

DANBURY CT 06810-5109

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS1012100

10B. DATED (SEE ITEM 11)

08/09/1994

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X FAR 52.243-1 Changes, Article B-4.H, Economic Price Adjustment

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to establish the revised pricing for the period 12/01/07 through 11/30/08.

Replacement pages 12.2, 12.3, 12.4, 13.3 and 13.4 are attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Marco Pochy

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

December 1, 1997 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(2), Economic Price Adjustment Provision

Contract Year	Tier 1 (\$) First 400,000 lbs.	Tier 2 (\$) Next 3,600,000 lbs.	Tier 3 (\$) Next 2,000,000 lbs.	Tier 4 (\$) Over 6,000,000 lbs.
Baseline Values*	\$ 5.5463	\$ 0.4783	\$ 0.5532	\$ 1.6178
12/01/97-11/30/98	\$ 5.5129	\$ 0.4735	\$ 0.5479	\$ 1.5990
12/01/98-11/30/99	\$ 5.3436	\$ 0.4489	\$ 0.5208	\$ 1.5035
12/01/99-11/30/00	\$ 5.3369	\$ 0.4480	\$ 0.5198	\$ 1.4997

December 1, 2000 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(3), Economic Price Adjustment Provision

Contract Year	Tier 1 (\$) First 1,500,000 lbs.	Tier 2 (\$) Next 2,500,000 lbs.	Tier 3 (\$) Next 2,000,000 lbs.	Tier 4 (\$)*** Over 6,000,000 lbs.
Baseline Values**	\$ 1.7306	\$ 0.4783	\$ 0.5532	\$ 1.6178
12/01/00-11/30/01	\$ 2.2203	\$ 0.6300	\$ 0.7204	\$ 2.2081
12/01/01-11/30/02	\$ 2.6778	\$ 0.7717	\$ 0.8766	\$ 2.7596
12/01/02-11/30/03	\$ 2.1703	\$ 0.6145	\$ 0.7033	\$ 2.1479
12/01/03-11/30/04	\$ 2.7674	\$ 0.7995	\$ 0.9072	\$ 2.8676
12/01/04-11/30/05	\$ 2.8924	\$ 0.8382	\$ 0.9499	\$ 3.0183
12/01/05-11/30/06	\$ 3.3467	\$ 0.9790	\$ 1.1050	\$ 3.5659
12/01/06-11/30/07	\$ 3.8425	\$ 1.1326	\$ 1.2743	\$ 4.1636
12/01/07-11/30/08	\$ 3.3920	\$ 0.9930	\$ 1.1200	\$ 3.6210
12/01/08-11/30/09	TBD****	TBD****	TBD****	TBD****
12/01/09-11/30/10	TBD****	TBD****	TBD****	TBD****

* The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), Economic Price Adjustment Provision.

** The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), Economic Price Adjustment Provision.

*** Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

****To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

TABLE B-4.D Product Prices and Transportation Charges for Unforecasted Destinations

(All product prices are per pound and apply to cumulative quantities of delivered product)

<u>Contract Year</u>	<u>Product Prices (\$)</u>	<u>Transportation Charges Per Mile (\$)</u>
12/01/95-11/30/96	0.8379	2.4171
12/01/96-11/30/97	0.8317	2.3994
12/01/97-11/30/98	0.8313	2.3981
12/01/98-11/30/99	0.7980	2.3020
12/01/99-11/30/00	0.7967	2.2983
12/01/00-11/30/01	1.0439	3.0113
12/01/01-11/30/02	1.2360	3.5655
12/01/02-11/30/03	1.0229	2.9506
12/01/03-11/30/04	1.2740	3.6751
12/01/04-11/30/05	1.3266	3.8268
12/01/05-11/30/06	1.5177	4.378
12/01/06-11/30/07	1.7262	4.9796
12/01/07-11/30/08	1.5369	4.4336
12/01/08-11/30/09	TBD*	TBD*
12/01/09-11/30/10	TBD*	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

<u>Contract Year</u>	<u>Price</u>
12/01/95-11/30/96	\$1,230.65
12/01/96-11/30/97	1,221.61
12/01/97-11/30/98	1,220.99
12/01/98-11/30/99	1,172.07
12/01/99-11/30/00	1,170.14
12/01/00-11/30-01	1,533.19
12/01/01-11/30/02	1,815.34
12/01/02-11/30-03	1,502.29
12/01/03-11/30-04	1,871.13
12/01/04-11/30/05	1,948.38
12/01/05-11/30/06	2,229.03
12/01/06-11/30-07	2,535.31
12/01/07-11/30/08	2257.36
12/01/08-11/30/09	TBD*
12/01/09-11/30/10	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. Demurrage Charges

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

<u>Period</u>	<u>Charge</u>
12/01/95 to 11/30/98	\$23.55
12/01/98 to 11/30/01	26.35
12/01/01 to 11/30/04	29.49
12/01/04 to 11/30/07	33.03
12/01/07 to 11/30/10	37.01

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	5.5463	0.4783	0.8342
12/01/97-11/30/98	5.4849	0.4730	0.8250
12/01/98-11/30/99	5.1740	0.4462	0.7782
12/01/99-11/30/00	5.1618	0.4451	0.7764

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	1.8125	0.4887	0.8342
12/01/00-11/30/01	2.3000	0.6202	1.0586
12/01/01-11/30/02	2.8021	0.7555	1.2897
12/01/02-11/30/03	2.2874	0.6167	1.0528
12/01/03-11/30/04	2.8964	0.7809	1.3331
12/01/04-11/30/05	3.0541	0.8235	1.4056
12/01/05-11/30/06	3.4800	0.9383	1.6017
12/01/06-11/30/07	3.8498	1.0380	1.7718
12/01/07-11/30/08	3.5942	.9691	1.6542
12/01/08-11/30/09	TBD**	TBD**	TBD**
12/01/09-11/30/10	TBD**	TBD**	TBD**

* The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

**To be determined pursuant to Article B-4.I.3.(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/97 - 11/30/98	(0.0279)	(0.0004)	0.2771
12/01/98 - 11/30/99	(0.1695)	(0.0027)	0.2574
12/01/99 - 11/30/00	(0.1751)	(0.0028)	0.2566

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/00 – 11/30/01	0.0797	(0.0098)	0.3382
12/01/01 – 11/30/02	0.1243	(0.0162)	0.4131
12/01/02 – 11/30/03	0.1171	0.0022	0.3495
12/01/03 – 11/30/04	0.1290	(0.0186)	0.4259
12/01/04 – 11/30/05	0.1617	(0.0147)	0.4557
12/01/05 – 11/30/06	(0.2926)	(0.1555)	0.3006
12/01/06 – 11/30/07	0.0073	(0.0946)	0.4975
12/01/07 – 11/30/08	0.2016	(0.0241)	0.5335

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

<u>Contract Year</u>	<u>Reimbursement Cap</u>
12/01/00 – 11/30/01	\$230,440.00
12/01/01 – 11/30/02	\$237,353.20
12/01/02 – 11/30/03	\$244,236.44
12/01/03 – 11/30/04	\$250,830.83
12/01/04 – 11/30/05	\$257,352.43
12/01/05 – 11/30/06	\$264,558.30
12/01/06 – 11/30/07	\$271,965.93
12/01/07 – 11/30/08	\$279,580.97
12/01/08 – 11/30/09	\$287,409.24
12/01/09 – 11/30/10	\$295,456.70

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. 77		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/John F. Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899		7. ADMINISTERED BY (If other than item 6) NASA/Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRAXAIR INC Attn: NONE SPECIFIED 39 OLD RIDGEBURY RD STE 7 DANBURY CT 06810-5109		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1012100	
				10B. DATED (SEE ITEM 11) 08/09/1994	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.219-9 Small, Small Disadvantaged and Women Owned Small Business
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this supplemental agreement is to incorporate the contractor's updated Commercial Company-Wide Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns for the period 01 Jan 2007 through 31 Dec 2007.

2. Delete pages 102 through 110 in their entirety, replacing with the attached Subcontracting Plan pages number 102-108.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Patrick M. Clark VP, Controller & SBL0		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marco Pachy	
15B. CONTRACTING OFFICER (Signature of person authorized to sign)	15C. DATE SIGNED 12/20/07	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 12/21/07



39 Old Ridgebury Road
Danbury, Connecticut 06810-5113

Commercial Company-Wide Subcontracting Plan

For

**Small Business, Veteran-Owned Small Business,
Service-Disabled Veteran-Owned Small Business,
Historically Underutilized Business Zone Small Business,
Small Disadvantaged Business, and Women-Owned
Small Business Concerns**

Effective Period of Commercial Plan

From: January 1, 2007 to: December 31, 2007

Contractor:	Praxair, Inc.
Address:	39 Old Ridgebury Road Danbury, Connecticut 06810-5113
Telephone:	203-837-2296
Fax:	203-837-2555
Small Business Liaison Officer:	Patrick M. Clark
E-mail:	Pat_clark@praxair.com
Type of Product:	Atmospheric and other industrial and specialty gas products, metallic and ceramic coatings and powders and related technologies, services, processes and equipment.

The following, together with any attachments, is hereby submitted as a commercial subcontracting plan to satisfy the requirements of Public Law 95-507 and in accordance with FAR Clause 52.219-9 in Praxair, Inc. solicitations.

1. Percentage Goals (expressed in terms of percentages of total estimated planned subcontracting dollars)

Total Estimated Planned Subcontracting Dollars	\$1,350,000,000
a) Percentage of subcontract dollars to be subcontracted to Small Business (SB) concerns	18.000%
b) Percentage of subcontract dollars to be subcontracted to Veteran-Owned Small Business concerns (VOSB)	0.850%
c) Percentage of subcontracting dollars to be subcontracted to Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns	0.005%
d) Percentage of subcontract dollars to be subcontracted to Historically Underutilized Business Zone Small Business (HUBZone) concerns	0.042%
e) Percentage of subcontract dollars to be subcontracted to Small Disadvantaged Business (SDB) concerns	0.120%
f) Percentage of subcontract dollars to be subcontracted to Women-Owned Small Business (WOSB) concerns	0.920%

2. Total estimated dollars planned to be subcontracted are \$1,350,000,000 and total estimated dollars planned to be subcontracted to:

a) Small business concerns are	\$ 243,000,000
b) Veteran-owned small business concerns are	\$ 11,475,000
c) Service-Disabled Veteran-owned small business concerns are	\$ 67,500
d) HUBZone small business concerns are	\$ 567,000
e) Small disadvantaged business concerns are	\$ 1,620,000
f) Women-owned small business concerns are	\$ 12,420,000

3. The principal products and services that Praxair, Inc. anticipates to subcontract are contained in category groupings listed in the chart below. These groupings represent approximately 500 commodity codes. The identification of the type of business concern planned for each category grouping is provided in the chart below. Those to be subcontracted to small business concerns are listed under (i), those to be subcontracted to veteran-owned small business concerns are listed under (ii), those to be subcontracted to service-disabled veteran-owned small business concerns are listed under (iii), those to be subcontracted to HUBZone business concerns are listed under (iv), those to be subcontracted to small disadvantaged business concerns are listed under (v), those to be subcontracted to women-owned small business concerns are listed under (vi) respectively in the chart below.

	(i)	(ii)	(iii)	(iv)	(v)	(vi)
	Small Business	Veteran-Owned Small Business	Service-Disabled Veteran-Owned Small Business	HUBZone Small Business	Small Disadvantaged Business	Women-Owned Small Business
Raw Materials	x	x	x	x	x	x
Auxiliary Equipment	x	x	x	x	x	x
Fabrication	x	x	x	x	x	x
General Office and Administration Supplies	x	x	x	x	x	x
Contract Services	x	x	x	x	x	x
Repair and Operating Supplies	x	x	x	x	x	x
Computer, Communication & Electrical Equipment	x	x	x	x	x	x

4. The method used to develop the above subcontracting goals is as follows:

At the end of each year, each purchasing director is contacted to evaluate actual performance versus goal. The evaluation seeks to address deficiencies, if any, and how to improve performance. Thereafter, the goals for the succeeding year are formulated and communicated to the corporate small business liaison officer who coordinates the establishment of goals by Praxair, Inc. for the coming year.

5. The method used to identify potential sources for solicitation purposes is as follows:

Praxair, Inc. continually seeks new sources of supply for raw materials, components, supplies and services from small business, veteran-owned small business, service-disabled veteran-owned small business, historically underutilized business zone small business, small disadvantaged business, and women-owned small business concerns able to provide quality products and services in a timely fashion.

- a) These goals, which Praxair, Inc. will make good faith efforts to meet, are expressed in terms of percentages of the total planned U.S. domestic subcontracting dollars for commercial business including governmental business. Praxair, Inc. has included the materials, components, supplies and services needed to support its U.S. operations for the period January 1, 2007 through December 31, 2007. However, certain items like utilities, taxes, financial services, employee benefits, legal services, logistic services, and industrial gases are not included in the planned subcontracting dollars.

<u>Types of Small Business Concerns</u>	<u>Total Estimated Planned Percentage</u>	<u>Total Estimated Planned Subcontracting Dollars</u>
(1) Small Business (SB)	18.000%	\$ 243,000,000
(2) Veteran Owned Small Business	0.850%	\$ 11,475,000
(3) Service-Disabled Veteran-Owned Small Business	0.005%	\$ 67,500
(4) HUBZone Small Business	0.042%	\$ 567,000
(5) Small Disadvantaged Business	0.120%	\$ 1,620,000
(6) Women-Owned Small Business	0.092%	\$ 12,420,000

b) The development of goals and the identification of the types of small business concerns to be considered are based on implementing the following as appropriate:

- (1) Using DOD's Central Contractor Registration (CCR) for verifying HUBZone and Small Disadvantaged Business sources;
- (2) Attending regional minority purchasing council supplier information services;
- (3) Participating in trade fairs and industry meetings;
- (4) Reviewing advertisements in industry and local publications;
- (5) Participating in purchasing management associations; and
- (6) Contacting veterans service organizations.

c) The goals stated above cannot be directly related to any specific government contract, but are applicable to the total of all Praxair, Inc. procurements, including those for the federal government and its agencies. However, should contract specific opportunities occur, Praxair, Inc. will utilize them as appropriate.

6. Indirect costs are () are not (X) included in the above goals.

7. The following individual will administer the subcontracting program:

Name: Mr. Patrick M. Clark
E-mail: pat_clark@praxair.com
Address: Praxair, Inc.
39 Old Ridgebury Road
Danbury, CT 06810-5113
Telephone: 203-837-2296
FAX: 203-837-2555
Title: Small Business Liaison Officer, VP Controller

The Small Business Liaison Officer's or his designee's specific duties, as they relate to Praxair, Inc.'s subcontracting program, are as follows:

General overall responsibility for review, monitoring and execution of the plan including but not limited to:

- a) Oversight of sources of Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SD-VOSB), Historically Underutilized Business Zone Small Business (HUBZone), Small Disadvantaged Business (SDB) and Women-Owned Small Business (WOSB), and effective use of identified sources in the award of the subcontracts;
 - b) Assuring inclusion of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns in solicitations where appropriate;
 - c) Attending or arranging for attendance at business opportunity workshops, minority business enterprise seminars, and trade fairs;
 - d) Conducting or arranging for motivational training for purchasing personnel pursuant to the intent of PL 95-507;
 - e) Monitoring attainment of proposed goals;
 - f) Reviewing solicitations to remove statements, clauses, etc. which tend to prohibit SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns participation; and
 - g) Assuring that qualified concerns are offered managerial, technical, production, and quality control assistance and relaxation of deadlines when appropriate.
8. Praxair, Inc. will make the following efforts to assure that SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns will have an equitable opportunity to compete for subcontracts:
- a) Issue and promulgate company-wide policy statements in support of this effort, develop written procedures and work instructions, and assign specific responsibilities regarding requirements of this plan.
 - b) Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress and establishment of overall business and company goals and objectives.
 - c) Attend and arrange purchasing personnel representation at events involving the support of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns.
 - d) Provide adequate and timely consideration of the potential capabilities of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns in all make or buy decisions.
 - e) Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns as are referred by the Small Business Administration's Commercial Market Representative.
 - g) In accordance with Public Law 99-661, Section 1207 and Public Law 100-180, Section 805, make every good faith effort to award contracts to SB, VOSB, SD-VOSB, HUBZone, SDB, WOSB, historically black colleges and universities, and minority institutions.

9. Flowdown Clause

Praxair, Inc. will include the provisions under FAR 52.219-8, Utilization of Small Business Concerns, in all subcontracts that offer subcontracting opportunities. Praxair, Inc. will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a plan that complies with the requirements of FAR 52.219-9, Small Business Subcontracting Plan.

10. Reporting and Cooperation

Praxair, Inc. will give assurance of: (a) cooperation in any studies or surveys that may be required; (b) submission of periodic reports which show compliance with this subcontracting plan; and (c) submission of the Summary Subcontract Report through the electronic Summary Reporting System (SRS) as indicated in the table below. Praxair, Inc. will use good faith efforts to obtain agreement by its large business subcontractors with subcontracting plans that they will submit annual Summary Subcontract Reports.

<u>Reporting Period</u>	<u>Report</u>	<u>Due Date</u>
January 1 – December 31	Summary Subcontract Report	January 30, 2008

11. Recordkeeping

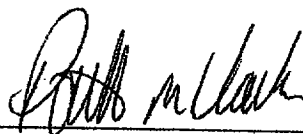
The following is a recitation of the type of records Praxair, Inc. will maintain to demonstrate the procedures adopted to comply with the requirements and goals in this subcontracting plan. These records will include, but not be limited to, the following:

- a) Records indicating the organizations contacted in an attempt to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them;
- b) On a company wide basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating: (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) whether service-disabled veteran-owned small business concerns were solicited, and if not why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; (6) whether women-owned small business concerns were solicited, and if not, why not; and (7) if applicable, the reason that the award was not made to a small business concern;
- c) Records of any outreach efforts to contact (1) trade associations; (2) business development organizations; (3) conferences and trade fairs to locate small, HUBZone small, small disadvantaged and women-owned small business sources; and (4) veterans service organizations.
- d) Records of internal guidance and encouragement provided to Praxair, Inc.'s buyers through (1) workshops, seminars, and training; and (2) monitoring performance to evaluate compliance with the requirements of this subcontracting plan.

I, THE UNDERSIGNED, A DESIGNATED OFFICER OF PRAXAIR, INC., DO HEREBY STATE THAT PRAXAIR, INC. AGREES TO CARRY OUT THE GOVERNMENT'S POLICY TO PROVIDE THE MAXIMUM PRACTICABLE OPPORTUNITY FOR SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS CONCERNS TO PARTICIPATE IN THE PERFORMANCE OF THIS CONTRACT CONSISTENT WITH ITS EFFICIENT PERFORMANCE.

Contractor: PRAXAIR, INC.

Signature:



Name and Title:

Patrick M. Clark, Vice President, Controller
& Small Business Liaison Officer

Date Prepared:

12/6/07

**eSRS**Integrated Acquisition Environment
Electronic Subcontracting Reporting System

■ powered by symplicity

Summary**SUMMARY SUBCONTRACT REPORT****1. Type of Plan:**

commercial

2. DUNS #:

197154586

3. Corporation, Company or Subdivision Covered:**a. Vendor Name:**

Praxair, Inc

b. Vendor Physical Address:**Street Address:**

39, Old Ridgebury Road

City:

Danbury

State:

Connecticut

Zip+4:

06810-5113

Country:

United States

c. Vendor Mailing Address:**Street Address:**

39 Old Ridgebury Road

City:

Danbury

State:

Connecticut

Zip+4:

06810-5113

Country:

United States

Accept/Reject

[No Current Actions To Take]

Action History**Dec 18, 2006 9:11 am**

Report Accepted (Attila Csoma)

Nov 02, 2006 11:53 pmReport Submitted (NELSON S
TAMAKLOE)**4. Date Submitted:**

October 29, 2006

5. Contact Information:NELSON S TAMAKLOE

6. Reporting Period::

october 1,2005 to september 30 2006

a. Year:2006

7. Report Submitted As:both

8. Contractors Major Products or Service Lines:**a. Product or Service #1:**

Industrial Gases

i. NAICS Code # 1:click [here](#) for description of naics codes325120

CUMULATIVE FISCAL YEAR SUBCONTRACT AWARDS

	Whole Dollars		Percent
1a. SMALL BUSINESS CONCERNS	Agency	Dollars	
	NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000)	6,146,043.50	
	ENERGY, DEPARTMENT OF (8900)	991,297.34	
	GENERAL SERVICES ADMINISTRATION (4700)	198,259.47	38.2
	DEPT OF DEFENSE (9700)	346,954.07	
	VETERANS AFFAIRS, DEPARTMENT OF (3600)	49,564.87	
	Total	495,648,669.00	
1b. LARGE BUSINESS CONCERNS	Agency	Dollars	
	NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000)	9,948,141.25	
	ENERGY, DEPARTMENT OF (8900)	1,604,538.91	
	GENERAL SERVICES ADMINISTRATION (4700)	320,907.78	61.8
	DEPT OF DEFENSE (9700)	561,588.62	
	VETERANS AFFAIRS, DEPARTMENT OF (3600)	80,226.95	
	Total	802,269,456.00	
1c. TOTAL	Agency	Dollars	
	NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000)	16,094,184.75	100
	ENERGY, DEPARTMENT OF (8900)	2,595,836.25	
	GENERAL SERVICES	519,167.25	

ADMINISTRATION (4700)	
DEPT OF DEFENSE (9700)	908,542.69
VETERANS AFFAIRS, DEPARTMENT OF (3600)	129,791.81
Total	1,297,918,125.00

Whole Dollars**Percent****2. SMALL DISADVANTAGED
BUSINESS (SDB) CONCERNS**

Agency	Dollars	
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000)	168,201.82	
ENERGY, DEPARTMENT OF (8900)	27,129.33	
GENERAL SERVICES ADMINISTRATION (4700)	5,425.87	1
DEPT OF DEFENSE (9700)	9,495.26	
VETERANS AFFAIRS, DEPARTMENT OF (3600)	1,356.47	
Total	13,564,663.00	

**3. WOMEN-OWNED SMALL
BUSINESS (WOSB) CONCERNS**

Agency	Dollars	
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000)	527,358.05	
ENERGY, DEPARTMENT OF (8900)	85,057.75	
GENERAL SERVICES ADMINISTRATION (4700)	17,011.55	3.3
DEPT OF DEFENSE (9700)	29,770.21	
VETERANS AFFAIRS, DEPARTMENT OF (3600)	4,252.89	
Total	42,528,875.00	

**4. HISTORICALLY BLACK
COLLEGES AND UNIVERSITIES
(HBCU) AND MINORITY**

Agency	Dollars
---------------	----------------

INSTITUTIONS (MI)

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000)	0.00	
ENERGY, DEPARTMENT OF (8900)	0.00	
GENERAL SERVICES ADMINISTRATION (4700)	0.00	0
DEPT OF DEFENSE (9700)	0.00	
VETERANS AFFAIRS, DEPARTMENT OF (3600)	0.00	
Total	0.00	

5. HUBZone SMALL BUSINESS (HUBZone SB) CONCERNS

Agency	Dollars	
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000)	4,272.49	
ENERGY, DEPARTMENT OF (8900)	689.11	
GENERAL SERVICES ADMINISTRATION (4700)	137.82	0
DEPT OF DEFENSE (9700)	241.19	
VETERANS AFFAIRS, DEPARTMENT OF (3600)	34.46	
Total	344,556.00	

6. VETERAN-OWNED SMALL BUSINESS CONCERNS

Agency	Dollars	
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000)	294,868.58	
ENERGY, DEPARTMENT OF (8900)	47,559.45	
GENERAL SERVICES ADMINISTRATION (4700)	9,511.89	1.8
DEPT OF DEFENSE (9700)	16,645.81	
VETERANS AFFAIRS, DEPARTMENT OF (3600)	2,377.97	
Total	23,779,724.00	

7. SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNS

Agency	Dollars
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000)	6,173.36

ENERGY, DEPARTMENT OF (8900)	995.70	
GENERAL SERVICES ADMINISTRATION (4700)	199.14	
DEPT OF DEFENSE (9700)	348.50	0
VETERANS AFFAIRS, DEPARTMENT OF (3600)	49.79	
Total	497,852.00	

8. ALASKA NATIVE CORPORATIONS SMALL BUSINESS CONCERNS

Agency	Dollars	
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000)	0.00	
ENERGY, DEPARTMENT OF (8900)	0.00	
GENERAL SERVICES ADMINISTRATION (4700)	0.00	0
DEPT OF DEFENSE (9700)	0.00	
VETERANS AFFAIRS, DEPARTMENT OF (3600)	0.00	
Total	0.00	

9. Specify agencies to which you are submitting this report and percentages of dollars attributable to each:

Agency	Percentage	Approver
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000)	1.24%	✓
ENERGY, DEPARTMENT OF (8900)	0.2%	
GENERAL SERVICES ADMINISTRATION (4700)	0.04%	
DEPT OF DEFENSE (9700)	0.07%	
VETERANS AFFAIRS, DEPARTMENT OF (3600)	0.01%	

10. Contractors Official Who Administers Subcontracting Program:

a. Name:
NELSON TAMAKLOE

b. Title:
SBLO

c. Phone Number:
203 837 2312

11. Certification:

Yes

12. Chief Executive Officer:**a. Name:**

Dennis H. Reilley

b. Title:

Chief Executive Officer

c. Date:

October 25, 2006

13. CEO Approval:

Yes

14. Please enter the email address of the Government employee(s) and/or other person(s) to be notified that you have submitted this report.:

pat_clark@praxair.com
howard_brodbeck@praxair.com
dennis_reilley@praxair.com
jim_fuchs@praxair.com
Attila.csoma@nasa.gov
Paul.taravella@sba.gov
Kathy.s.williams@dla.mil
veronica.smith@dla.mil
laurie_boyce@praxair.com
jim_colt@praxair.com

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. 78		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE KSC		7. ADMINISTERED BY (If other than Item 6) CODE KSC	
NASA/John F. Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899		NASA/Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRAXAIR INC Attn: NONE SPECIFIED 39 OLD RIDGEBURY RD STE 7 DANBURY CT 06810-5109		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1012100	
				10B. DATED (SEE ITEM 11) 08/09/1994	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.219-9 Small, Small Disadvantaged and Women Owned Small Business
	D. OTHER (Specify type of modification and authority)


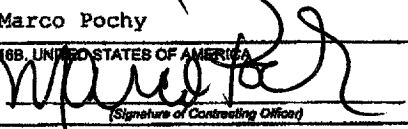
E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this supplemental agreement is to incorporate into the contract, the contractor's Commercial Company-Wide Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns for the period 01 Jan 2008 through 31 Dec 2008.

2. Delete pages 102 through 108 in their entirety, replacing with the attached Subcontracting Plan pages number 102-108.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Patrick M. Clark Vice President, Controller & SBLO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marco Pochy	
15B. CONTRACTING OFFICER 	15C. DATE SIGNED 1/24/08	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 1/25/08

NSN 7540-01-182-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243



39 Old Ridgebury Road
Danbury, Connecticut 06810-5113

Commercial Company-Wide Subcontracting Plan

For

Small Business, Veteran-Owned Small Business,
Service-Disabled Veteran-Owned Small Business,
Historically Underutilized Business Zone Small Business,
Small Disadvantaged Business, and Women-Owned
Small Business Concerns

Effective Period of Commercial Plan

From: January 1, 2008 to: December 31, 2008

Contractor: Praxair, Inc.
Address: 39 Old Ridgebury Road
Danbury, Connecticut 06810-5113
Telephone: 203-837-2296
Fax: 203-837-2555
Small Business
Liaison Officer: Patrick M. Clark
E-mail: Pat_clark@praxair.com
Type of Product: Atmospheric and other industrial and specialty gas
products, metallic and ceramic coatings and powders
and related technologies, services, processes and
equipment.

The following, together with any attachments, is hereby submitted as a commercial subcontracting plan to satisfy the requirements of Public Law 95-507 and in accordance with FAR Clause 52.219-9 in Praxair, Inc. solicitations.

1. Percentage Goals (expressed in terms of percentages of total estimated planned subcontracting dollars)

Total Estimated Planned Subcontracting Dollars	\$1,253,000,000
a) Percentage of subcontract dollars to be subcontracted to Small Business (SB) concerns	20.000%
b) Percentage of subcontract dollars to be subcontracted to Veteran-Owned Small Business concerns (VOSB)	1.000%
c) Percentage of subcontracting dollars to be subcontracted to Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns	0.008%
d) Percentage of subcontract dollars to be subcontracted to Historically Underutilized Business Zone Small Business (HUBZone) concerns	0.042%
e) Percentage of subcontract dollars to be subcontracted to Small Disadvantaged Business (SDB) concerns	0.130%
f) Percentage of subcontract dollars to be subcontracted to Women-Owned Small Business (WOSB) concerns	1.120%

2. Total estimated dollars planned to be subcontracted are \$1,253,000,000 and total estimated dollars planned to be subcontracted to:

a) Small business concerns are	\$ 250,600,000
b) Veteran-owned small business concerns are	\$ 12,530,000
c) Service-Disabled Veteran-owned small business concerns are	\$ 100,240
d) HUBZone small business concerns are	\$ 526,260
e) Small disadvantaged business concerns are	\$ 1,628,900
f) Women-owned small business concerns are	\$ 14,033,600

3. The principal products and services that Praxair, Inc. anticipates to subcontract are contained in category groupings listed in the chart below. These groupings represent approximately 500 commodity codes. The identification of the type of business concern planned for each category grouping is provided in the chart below. Those to be subcontracted to small business concerns are listed under (i), those to be subcontracted to veteran-owned small business concerns are listed under (ii), those to be subcontracted to service-disabled veteran-owned small business concerns are listed under (iii), those to be subcontracted to HUBZone business concerns are listed under (iv), those to be subcontracted to small disadvantaged business concerns are listed under (v), those to be subcontracted to women-owned small business concerns are listed under (vi) respectively in the chart below.

	(i)	(ii)	(iii)	(iv)	(v)	(vi)
	Small Business	Veteran-Owned Small Business	Service-Disabled Veteran-Owned Small Business	HUBZone Small Business	Small Disadvantaged Business	Women-Owned Small Business
Raw Materials	x	x	x	x	x	x
Auxiliary Equipment	x	x	x	x	x	x
Fabrication	x	x	x	x	x	x
General Office and Administration Supplies	x	x	x	x	x	x
Contract Services	x	x	x	x	x	x
Repair and Operating Supplies	x	x	x	x	x	x
Computer, Communication & Electrical Equipment	x	x	x	x	x	x

4. The method used to develop the above subcontracting goals is as follows:

At the end of each year, each purchasing director is contacted to evaluate actual performance versus goal. The evaluation seeks to address deficiencies, if any, and how to improve performance. Thereafter, the goals for the succeeding year are formulated and communicated to the corporate small business liaison officer who coordinates the establishment of goals by Praxair, Inc. for the coming year.

5. The method used to identify potential sources for solicitation purposes is as follows:

Praxair, Inc. continually seeks new sources of supply for raw materials, components, supplies and services from small business, veteran-owned small business, service-disabled veteran-owned small business, historically underutilized business zone small business, small disadvantaged business, and women-owned small business concerns able to provide quality products and services in a timely fashion.

- a) These goals, which Praxair, Inc. will make good faith efforts to meet, are expressed in terms of percentages of the total planned U.S. domestic subcontracting dollars for commercial business including governmental business. Praxair, Inc. has included the materials, components, supplies and services needed to support its U.S. operations for the period January 1, 2008 through December 31, 2008. However, certain items like utilities, taxes, financial services, employee benefits, legal services, logistic services, and industrial gases are not included in the planned subcontracting dollars.

<u>Types of Small Business Concerns</u>	<u>Total Estimated Planned Percentage</u>	<u>Total Estimated Planned Subcontracting Dollars</u>
(1) Small Business (SB)	20.000%	\$ 250,600,000
(2) Veteran Owned Small Business	1.000%	\$ 12,530,000
(3) Service-Disabled Veteran-Owned Small Business	0.008%	\$ 100,240
(4) HUBZone Small Business	0.042%	\$ 526,260
(5) Small Disadvantaged Business	0.130%	\$ 1,628,900
(6) Women-Owned Small Business	1.120%	\$ 14,033,600

- b) The development of goals and the identification of the types of small business concerns to be considered are based on implementing the following as appropriate:

- (1) Using DOD's Central Contractor Registration (CCR) for verifying HUBZone and Small Disadvantaged Business sources;
- (2) Attending regional minority purchasing council supplier information services;
- (3) Participating in trade fairs and industry meetings;
- (4) Reviewing advertisements in industry and local publications;
- (5) Participating in purchasing management associations; and
- (6) Contacting veterans service organizations.

- c) The goals stated above cannot be directly related to any specific government contract, but are applicable to the total of all Praxair, Inc. procurements, including those for the federal government and its agencies. However, should contract specific opportunities occur, Praxair, Inc. will utilize them as appropriate.

6. Indirect costs are () are not (X) included in the above goals.

7. The following individual will administer the subcontracting program:

Name: Mr. Patrick M. Clark
E-mail: pat_clark@praxair.com
Address: Praxair, Inc.
39 Old Ridgebury Road
Danbury, CT 06810-5113
Telephone: 203-837-2296
FAX: 203-837-2555
Title: Small Business Liaison Officer, VP Controller

The Small Business Liaison Officer's or his designee's specific duties, as they relate to Praxair, Inc.'s subcontracting program, are as follows:

General overall responsibility for review, monitoring and execution of the plan including but not limited to:

- a) Oversight of sources of Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SD-VOSB), Historically Underutilized Business Zone Small Business (HUBZone), Small Disadvantaged Business (SDB) and Women-Owned Small Business (WOSB), and effective use of identified sources in the award of the subcontracts;
 - b) Assuring inclusion of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns in solicitations where appropriate;
 - c) Attending or arranging for attendance at business opportunity workshops, minority business enterprise seminars, and trade fairs;
 - d) Conducting or arranging for motivational training for purchasing personnel pursuant to the intent of PL 95-507;
 - e) Monitoring attainment of proposed goals;
 - f) Reviewing solicitations to remove statements, clauses, etc. which tend to prohibit SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns participation; and
 - g) Assuring that qualified concerns are offered managerial, technical, production, and quality control assistance and relaxation of deadlines when appropriate.
8. Praxair, Inc. will make the following efforts to assure that SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns will have an equitable opportunity to compete for subcontracts:
- a) Issue and promulgate company-wide policy statements in support of this effort, develop written procedures and work instructions, and assign specific responsibilities regarding requirements of this plan.
 - b) Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress and establishment of overall business and company goals and objectives.
 - c) Attend and arrange purchasing personnel representation at events involving the support of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns.
 - d) Provide adequate and timely consideration of the potential capabilities of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns in all make or buy decisions.
 - e) Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns as are referred by the Small Business Administration's Commercial Market Representative.
 - g) In accordance with Public Law 99-661, Section 1207 and Public Law 100-180, Section 805, make every good faith effort to award contracts to SB, VOSB, SD-VOSB, HUBZone, SDB, WOSB, historically black colleges and universities, and minority institutions.

9. Flowdown Clause

Praxair, Inc. will include the provisions under FAR 52.219-8, Utilization of Small Business Concerns, in all subcontracts that offer subcontracting opportunities. Praxair, Inc. will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a plan that complies with the requirements of FAR 52.219-9, Small Business Subcontracting Plan.

10. Reporting and Cooperation

Praxair, Inc. will give assurance of: (a) cooperation in any studies or surveys that may be required; (b) submission of periodic reports which show compliance with this subcontracting plan; and (c) submission of the Summary Subcontract Report through the electronic Summary Reporting System (SRS) as indicated in the table below. Praxair, Inc. will use good faith efforts to obtain agreement by its large business subcontractors with subcontracting plans that they will submit annual Summary Subcontract Reports.

<u>Reporting Period</u>	<u>Report</u>	<u>Due Date</u>
January 1 – December 31	Summary Subcontract Report	January 30, 2009

11. Recordkeeping

The following is a recitation of the type of records Praxair, Inc. will maintain to demonstrate the procedures adopted to comply with the requirements and goals in this subcontracting plan. These records will include, but not be limited to, the following:

- a) Records indicating the organizations contacted in an attempt to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them;
- b) On a company wide basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating: (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) whether service-disabled veteran-owned small business concerns were solicited, and if not why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; (6) whether women-owned small business concerns were solicited, and if not, why not; and (7) if applicable, the reason that the award was not made to a small business concern;
- c) Records of any outreach efforts to contact (1) trade associations; (2) business development organizations; (3) conferences and trade fairs to locate small, HUBZone small, small disadvantaged and women-owned small business sources; and (4) veterans service organizations.
- d) Records of internal guidance and encouragement provided to Praxair, Inc.'s buyers through (1) workshops, seminars, and training; and (2) monitoring performance to evaluate compliance with the requirements of this subcontracting plan.

I, THE UNDERSIGNED, A DESIGNATED OFFICER OF PRAXAIR, INC., DO HEREBY STATE THAT PRAXAIR, INC. AGREES TO CARRY OUT THE GOVERNMENT'S POLICY TO PROVIDE THE MAXIMUM PRACTICABLE OPPORTUNITY FOR SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS CONCERNS TO PARTICIPATE IN THE PERFORMANCE OF THIS CONTRACT CONSISTENT WITH ITS EFFICIENT PERFORMANCE.

Contractor: PRAXAIR, INC.

Signature:



Name and Title:

Patrick M. Clark, Vice President, Controller
& Small Business Liaison Officer

Date Prepared:

12/19/07

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 79		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/John F. Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRAXAIR INC Attn: NONE SPECIFIED 39 OLD RIDGEBURY RD STE 7 DANBURY CT 06810-5109		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1012100	
				10B. DATED (SEE ITEM 13) 08/09/1994	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

☐ is extended. ☐ is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.219-9 Small, Small Disadvantaged and Women Owned Small Business
	D. OTHER (Specify type of modification and authority)

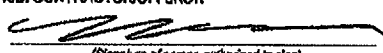

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this supplemental agreement is to incorporate into the contract, the contractor's Commercial Company-Wide Subcontracting Plan for Small Business and Small Disadvantaged Business Business Concerns for the period 01 Oct 2008 to 30 Sep 2009.

2. Delete pages 102 through 108 in their entirety, replacing with the attached Subcontracting Plan pages number 102-108.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Matthew J. White VP, Controller & SBLO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly C. Davis	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 10/16/08	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 10/21/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243



39 Old Ridgebury Road
Danbury, Connecticut 06810-5113

Commercial Company-Wide Subcontracting Plan

For

**Small Business, Veteran-Owned Small Business,
Service-Disabled Veteran-Owned Small Business,
Historically Underutilized Business Zone Small Business,
Small Disadvantaged Business, and Women-Owned
Small Business Concerns**

Effective Period of Commercial Plan

From: October 1, 2008 to: September 30, 2009

Contractor:	Praxair, Inc.
Address:	39 Old Ridgebury Road Danbury, Connecticut 06810-5113
Telephone:	203-837-2488
Fax:	203-837-2555
Small Business Liaison Officer:	Matthew J. White
E-mail:	Matt_white@praxair.com
Type of Product:	Atmospheric and other industrial and specialty gas products, metallic and ceramic coatings and powders and related technologies, services, processes and equipment.

The following, together with any attachments, is hereby submitted as a commercial subcontracting plan to satisfy the requirements of Public Law 95-507 and in accordance with FAR Clause 52.219-9 in Praxair, Inc. solicitations.

1. Percentage Goals (expressed in terms of percentages of total estimated planned subcontracting dollars)

Total Estimated Planned Subcontracting Dollars	\$1,500,000,000
a) Percentage of subcontract dollars to be subcontracted to Small Business (SB) concerns	17.00%
b) Percentage of subcontract dollars to be subcontracted to Veteran-Owned Small Business concerns (VOSB)	1.00%
c) Percentage of subcontracting dollars to be subcontracted to Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns	0.01%
d) Percentage of subcontract dollars to be subcontracted to Historically Underutilized Business Zone Small Business (HUBZone) concerns	0.03%
e) Percentage of subcontract dollars to be subcontracted to Small Disadvantaged Business (SDB) concerns	0.058%
f) Percentage of subcontract dollars to be subcontracted to Women-Owned Small Business (WOSB) concerns	1.15%

2. Total estimated dollars planned to be subcontracted are \$1,500,000,000 and total estimated dollars planned to be subcontracted to:

a) Small business concerns are	\$ 255,000,000
b) Veteran-owned small business concerns are	\$ 15,000,000
c) Service-Disabled Veteran-owned small business concerns are	\$ 150,000
d) HUBZone small business concerns are	\$ 450,000
e) Small disadvantaged business concerns are	\$ 870,000
f) Women-owned small business concerns are	\$ 17,250,000

3. The principal products and services that Praxair, Inc. anticipates to subcontract are contained in category groupings listed in the chart below. These groupings represent approximately 500 commodity codes. The identification of the type of business concern planned for each category grouping is provided in the chart below. Those to be subcontracted to small business concerns are listed under (i), those to be subcontracted to veteran-owned small business concerns are listed under (ii), those to be subcontracted to service-disabled veteran-owned small business concerns are listed under (iii), those to be subcontracted to HUBZone business concerns are listed under (iv), those to be subcontracted to small disadvantaged business concerns are listed under (v), those to be subcontracted to women-owned small business concerns are listed under (vi) respectively in the chart below.

	(i)	(ii)	(iii)	(iv)	(v)	(vi)
	Small Business	Veteran-Owned Small Business	Service-Disabled Veteran-Owned Small Business	HUBZone Small Business	Small Disadvantaged Business	Women-Owned Small Business
Raw Materials	x	x	x	x	x	x
Auxiliary Equipment	x	x	x	x	x	x
Fabrication	x	x	x	x	x	x
General Office and Administration Supplies	x	x	x	x	x	x
Contract Services	x	x	x	x	x	x
Repair and Operating Supplies	x	x	x	x	x	x
Computer, Communication & Electrical Equipment	x	x	x	x	x	x

4. The method used to develop the above subcontracting goals is as follows:

At the end of each year, each purchasing director is contacted to evaluate actual performance versus goal. The evaluation seeks to address deficiencies, if any, and how to improve performance. Thereafter, the goals for the succeeding year are formulated and communicated to the corporate small business liaison officer who coordinates the establishment of goals by Praxair, Inc. for the coming year.

5. The method used to identify potential sources for solicitation purposes is as follows:

Praxair, Inc. continually seeks new sources of supply for raw materials, components, supplies and services from small business, veteran-owned small business, service-disabled veteran-owned small business, historically underutilized business zone small business, small disadvantaged business, and women-owned small business concerns able to provide quality products and services in a timely fashion.

- a) These goals, which Praxair, Inc. will make good faith efforts to meet, are expressed in terms of percentages of the total planned U.S. domestic subcontracting dollars for commercial business including governmental business. Praxair, Inc. has included the materials, components, supplies and services needed to support its U.S. operations for the period October 1, 2008 through September 30, 2009. However, certain items like utilities, taxes, financial services, employee benefits, legal services, logistic services, and industrial gases are not included in the planned subcontracting dollars.

<u>Types of Small Business Concerns</u>	<u>Total Estimated Planned Percentage</u>	<u>Total Estimated Planned Subcontracting Dollars</u>
(1) Small Business (SB)	17.00%	\$ 255,000,000
(2) Veteran Owned Small Business	1.00%	\$ 15,000,000
(3) Service-Disabled Veteran-Owned Small Business	0.01%	\$ 150,000
(4) HUBZone Small Business	0.03%	\$ 450,000
(5) Small Disadvantaged Business	0.058%	\$ 870,000
(6) Women-Owned Small Business	1.15%	\$ 17,250,000

- b) The development of goals and the identification of the types of small business concerns to be considered are based on implementing the following as appropriate:

- (1) Using DOD's Central Contractor Registration (CCR) for verifying HUBZone and Small Disadvantaged Business sources;
- (2) Attending regional minority purchasing council supplier information services;
- (3) Participating in trade fairs and industry meetings;
- (4) Reviewing advertisements in industry and local publications;
- (5) Participating in purchasing management associations; and
- (6) Contacting veterans service organizations.

- c) The goals stated above cannot be directly related to any specific government contract, but are applicable to the total of all Praxair, Inc. procurements, including those for the federal government and its agencies. However, should contract specific opportunities occur, Praxair, Inc. will utilize them as appropriate.

6. Indirect costs are () are not (X) included in the above goals.

7. The following individual will administer the subcontracting program:

Name:	Mr. Matthew J. White
E-mail:	matt_white@praxair.com
Address:	Praxair, Inc. 39 Old Ridgebury Road Danbury, CT 06810-5113
Telephone:	203-837-2488
FAX:	203-837-2555
Title:	Small Business Liaison Officer, VP Controller

The Small Business Liaison Officer's or his designee's specific duties, as they relate to Praxair, Inc.'s subcontracting program, are as follows:

General overall responsibility for review, monitoring and execution of the plan including but not limited to:

- a) Oversight of sources of Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SD-VOSB), Historically Underutilized Business Zone Small Business (HUBZone), Small Disadvantaged Business (SDB) and Women-Owned Small Business (WOSB), and effective use of identified sources in the award of the subcontracts;
 - b) Assuring inclusion of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns in solicitations where appropriate;
 - c) Attending or arranging for attendance at business opportunity workshops, minority business enterprise seminars, and trade fairs;
 - d) Conducting or arranging for motivational training for purchasing personnel pursuant to the intent of PL 95-507;
 - e) Monitoring attainment of proposed goals;
 - f) Reviewing solicitations to remove statements, clauses, etc. which tend to prohibit SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns participation; and
 - g) Assuring that qualified concerns are offered managerial, technical, production, and quality control assistance and relaxation of deadlines when appropriate.
8. Praxair, Inc. will make the following efforts to assure that SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns will have an equitable opportunity to compete for subcontracts:
- a) Issue and promulgate company-wide policy statements in support of this effort, develop written procedures and work instructions, and assign specific responsibilities regarding requirements of this plan.
 - b) Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress and establishment of overall business and company goals and objectives.
 - c) Attend and arrange purchasing personnel representation at events involving the support of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns.
 - d) Provide adequate and timely consideration of the potential capabilities of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns in all make or buy decisions.
 - e) Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns as are referred by the Small Business Administration's Commercial Market Representative.
 - g) In accordance with Public Law 99-661, Section 1207 and Public Law 100-180, Section 805, make every good faith effort to award contracts to SB, VOSB, SD-VOSB, HUBZone, SDB, WOSB, historically black colleges and universities, and minority institutions.

9. Flowdown Clause

Praxair, Inc. will include the provisions under FAR 52.219-8, Utilization of Small Business Concerns, in all subcontracts that offer subcontracting opportunities. Praxair, Inc. will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) with further subcontracting possibilities to adopt a plan that complies with the requirements of FAR 52.219-9, Small Business Subcontracting Plan.

10. Reporting and Cooperation

Praxair, Inc. will give assurance of: (a) cooperation in any studies or surveys that may be required; (b) submission of periodic reports which show compliance with this subcontracting plan; and (c) submission of the Summary Subcontract Report through the Electronic Summary Reporting System (eSRS) as indicated in the table below. Praxair, Inc. will use good faith efforts to obtain agreement by its large business subcontractors with subcontracting plans that they will submit annual Summary Subcontract Reports.

<u>Reporting Period</u>	<u>Report</u>	<u>Due Date</u>
Oct. 1, 2008 – Sept. 30, 2009	Summary Subcontract Report	October 31, 2009

11. Recordkeeping

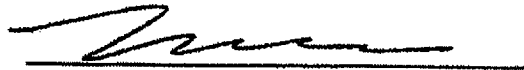
The following is a recitation of the type of records Praxair, Inc. will maintain to demonstrate the procedures adopted to comply with the requirements and goals in this subcontracting plan. These records will include, but not be limited to, the following:

- a) Records indicating the organizations contacted in an attempt to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them;
- b) On a company wide basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating: (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) whether service-disabled veteran-owned small business concerns were solicited, and if not why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; (6) whether women-owned small business concerns were solicited, and if not, why not; and (7) if applicable, the reason that the award was not made to a small business concern;
- c) Records of any outreach efforts to contact (1) trade associations; (2) business development organizations; (3) conferences and trade fairs to locate small, HUBZone small, small disadvantaged and women-owned small business sources; and (4) veterans service organizations.
- d) Records of internal guidance and encouragement provided to Praxair, Inc.'s buyers through (1) workshops, seminars, and training; and (2) monitoring performance to evaluate compliance with the requirements of this subcontracting plan.

I, THE UNDERSIGNED, A DESIGNATED OFFICER OF PRAXAIR, INC., DO HEREBY STATE THAT PRAXAIR, INC. AGREES TO CARRY OUT THE GOVERNMENT'S POLICY TO PROVIDE THE MAXIMUM PRACTICABLE OPPORTUNITY FOR SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS CONCERNS TO PARTICIPATE IN THE PERFORMANCE OF THIS CONTRACT CONSISTENT WITH ITS EFFICIENT PERFORMANCE.

Contractor: PRAXAIR, INC.

Signature:



Name and Title:

Matthew J. White, Vice President, Controller
& Small Business Liaison Officer

Date Prepared:

9/2/2008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 80		3. EFFECTIVE DATE 11/17/2008		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/John F. Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRAXAIR INC Attn: NONE SPECIFIED 39 OLD RIDGEBURY RD STE 7 DANBURY CT 06810-5109		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1012100	
				10B. DATED (SEE ITEM 13) 08/09/1994	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes, Article B-4.H, Economic Price Adjustment				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to establish the revised pricing for the period 12/01/08 through 11/30/09. Replacement pages 12.2, 12.3, 12.4, 13.3 and 13.4 are attached.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly C. Davis			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				Beverly C. Davis (Signature of Contracting Officer)	
				16C. DATE SIGNED 11/17/08	

TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

December 1, 1997 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(2), Economic Price Adjustment

Provision

Contract Year	Tier 1 (\$) First 400,000 lbs.	Tier 2 (\$) Next 3,600,000 lbs.	Tier 3 (\$) Next 2,000,000 lbs.	Tier 4 (\$) Over 6,000,000 lbs.
Baseline Values*	\$ 5.5463	\$ 0.4783	\$ 0.5532	\$ 1.6178
12/01/97-11/30/98	\$ 5.5129	\$ 0.4735	\$ 0.5479	\$ 1.5990
12/01/98-11/30/99	\$ 5.3436	\$ 0.4489	\$ 0.5208	\$ 1.5035
12/01/99-11/30/00	\$ 5.3369	\$ 0.4480	\$ 0.5198	\$ 1.4997

December 1, 2000 through November 30, 2010

Values below represent the EPA Formula contained in Article B-4.H(3), Economic Price Adjustment

Provision

Contract Year	Tier 1 (\$) First 1,500,000 lbs.	Tier 2 (\$) Next 2,500,000 lbs.	Tier 3 (\$) Next 2,000,000 lbs.	Tier 4 (\$)** Over 6,000,000 lbs.
Baseline Values**	\$ 1.7306	\$ 0.4783	\$ 0.5532	\$ 1.6178
12/01/00-11/30/01	\$ 2.2203	\$ 0.6300	\$ 0.7204	\$ 2.2081
12/01/01-11/30/02	\$ 2.6778	\$ 0.7717	\$ 0.8766	\$ 2.7596
12/01/02-11/30/03	\$ 2.1703	\$ 0.6145	\$ 0.7033	\$ 2.1479
12/01/03-11/30/04	\$ 2.7674	\$ 0.7995	\$ 0.9072	\$ 2.8676
12/01/04-11/30/05	\$ 2.8924	\$ 0.8382	\$ 0.9499	\$ 3.0183
12/01/05-11/30/06	\$ 3.3467	\$ 0.9790	\$ 1.1050	\$ 3.5659
12/01/06-11/30/07	\$ 3.8425	\$ 1.1326	\$ 1.2743	\$ 4.1636
12/01/07-11/30/08	\$ 3.3920	\$ 0.9930	\$ 1.1200	\$ 3.6210
12/01/08-11/30/09	\$ 4.0949	\$ 1.2108	\$ 1.3605	\$ 4.4678
12/01/09-11/30/10	TBD****	TBD****	TBD****	TBD****

* The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), Economic Price Adjustment Provision.

** The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), Economic Price Adjustment Provision.

*** Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

****To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

TABLE B-4.D Product Prices and Transportation Charges for Unforecasted Destinations

(All product prices are per pound and apply to cumulative quantities of delivered product)

<u>Contract Year</u>	<u>Product Prices (\$)</u>	<u>Transportation Charges Per Mile (\$)</u>
12/01/95-11/30/96	0.8379	2.4171
12/01/96-11/30/97	0.8317	2.3994
12/01/97-11/30/98	0.8313	2.3981
12/01/98-11/30/99	0.7980	2.3020
12/01/99-11/30/00	0.7967	2.2983
12/01/00-11/30/01	1.0439	3.0113
12/01/01-11/30/02	1.2360	3.5655
12/01/02-11/30/03	1.0229	2.9506
12/01/03-11/30/04	1.2740	3.6751
12/01/04-11/30/05	1.3266	3.8268
12/01/05-11/30/06	1.5177	4.378
12/01/06-11/30/07	1.7262	4.9796
12/01/07-11/30/08	1.5369	4.4336
12/01/08-11/30/09	1.8323	5.2858
12/01/09-11/30/10	TBD*	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

Contract Year	<u>Price</u>
12/01/95-11/30/96	\$1,230.65
12/01/96-11/30/97	1,221.61
12/01/97-11/30/98	1,220.99
12/01/98-11/30/99	1,172.07
12/01/99-11/30/00	1,170.14
12/01/00-11/30-01	1,533.19
12/01/01-11/30/02	1,815.34
12/01/02-11/30-03	1,502.29
12/01/03-11/30-04	1,871.13
12/01/04-11/30/05	1,948.38
12/01/05-11/30/06	2,229.03
12/01/06-11/30-07	2,535.31
12/01/07-11/30/08	2257.36
12/01/08-11/30/09	2,691.21
12/01/09-11/30/10	TBD*

*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. Demurrage Charges

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

<u>Period</u>	<u>Charge</u>
12/01/95 to 11/30/98	\$23.55
12/01/98 to 11/30/01	26.35
12/01/01 to 11/30/04	29.49
12/01/04 to 11/30/07	33.03
12/01/07 to 11/30/10	37.01

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	5.5463	0.4783	0.8342
12/01/97-11/30/98	5.4849	0.4730	0.8250
12/01/98-11/30/99	5.1740	0.4462	0.7782
12/01/99-11/30/00	5.1618	0.4451	0.7764

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	1.8125	0.4887	0.8342
12/01/00-11/30/01	2.3000	0.6202	1.0586
12/01/01-11/30/02	2.8021	0.7555	1.2897
12/01/02-11/30/03	2.2874	0.6167	1.0528
12/01/03-11/30/04	2.8964	0.7809	1.3331
12/01/04-11/30/05	3.0541	0.8235	1.4056
12/01/05-11/30/06	3.4800	0.9383	1.6017
12/01/06-11/30/07	3.8498	1.0380	1.7718
12/01/07-11/30/08	3.5942	.9691	1.6542
12/01/08-11/30/09	3.5942	.9691	1.6542
12/01/09-11/30/10	TBD**	TBD**	TBD**

* The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

** To be determined pursuant to Article B-4.I.3.(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/97 - 11/30/98	(0.0279)	(0.0004)	0.2771
12/01/98 - 11/30/99	(0.1695)	(0.0027)	0.2574
12/01/99 - 11/30/00	(0.1751)	(0.0028)	0.2566

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/00 – 11/30/01	0.0797	(0.0098)	0.3382
12/01/01 – 11/30/02	0.1243	(0.0162)	0.4131
12/01/02 – 11/30/03	0.1171	0.0022	0.3495
12/01/03 – 11/30/04	0.1290	(0.0186)	0.4259
12/01/04 – 11/30/05	0.1617	(0.0147)	0.4557
12/01/05 – 11/30/06	(0.2926)	(0.1555)	0.3006
12/01/06 – 11/30/07	0.0073	(0.0946)	0.4975
12/01/07 – 11/30/08	0.2016	(0.0241)	0.5335
12/01/08 – 11/30/09	(.5007)	(.2417)	.2937

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

<u>Contract Year</u>	<u>Reimbursement Cap</u>
12/01/00 – 11/30/01	\$230,440.00
12/01/01 – 11/30/02	\$237,353.20
12/01/02 – 11/30/03	\$244,236.44
12/01/03 – 11/30/04	\$250,830.83
12/01/04 – 11/30/05	\$257,352.43
12/01/05 – 11/30/06	\$264,558.30
12/01/06 – 11/30/07	\$271,965.93
12/01/07 – 11/30/08	\$279,580.97
12/01/08 – 11/30/09	\$287,409.24
12/01/09 – 11/30/10	\$295,456.70

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

AMENDMENT OF SOLICITATION/MODIFICATION		CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 81		3. EFFECTIVE DATE 01/16/2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/John F. Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899		CODE KSC		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899		CODE KSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRAXAIR INC Attn: NONE SPECIFIED 39 OLD RIDGEBURY RD STE 7 DANBURY CT 06810-5109				(x) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1012100			
				10B. DATED (SEE ITEM 13) 08/09/1994			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties


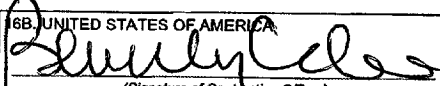
E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add authorized Delivery Points and Points of contact to Article F-1, and authorized Contractor Plant Sources to Article F-3 of the contract.

Please remove the existing pages 27 and 28 of the contract, replacing with the attached pages 27 and 28 provided herein.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael E. Kerr, Sales Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly C. Davis	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2009-01-16	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/16/09

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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION F DELIVERIES OR PERFORMANCE

ARTICLE F-1 DELIVERY POINTS

Delivery instructions and locations will be set forth in individual delivery orders. The anticipated delivery points and normal receiving hours for tankers are as follows:

Specified Destinations

Stennis Space Center (SSC)³
Bay St. Louis, MS

Normal Receiving Hours (Local Time)^{1,2}

7 a.m. – 10:00 p.m.

NOTE 1: In scheduling round-trip time, Contractor should allow approximately one hour for check-in procedures at delivery points.

NOTE 2: As authorized and scheduled by the Contracting Officer, or his designated representative, the Government will accept product on a 24-hour per day basis.

NOTE 3: To facilitate initial deliveries to SSC via tanker by the other dual source, the Contractor will provide six interface adapters to the dual source for use in unloading LH₂ transfer facility.

POINTS OF CONTACT:

Requirements Point of Contact (RPC)	Contracting Point of Contact (CPC)	Finance Point of Contact (FPC)
Gloria Jordan Jacobs Sverdrup Engineering Building 8301 SSC, MS 39529 (228) 688-2250	Beth Bradley NASA/BA31 Building 1100 SSC, MS 39529 (228) 688-3764	Michele Logan NASA/BA22 Building 1100 SSC, MS 39529 (228) 688-2606
Miquel Maes WSTF-RF Building WS-201 WSTF, NN 88004 (575) 524-5677	Jesse Brennan WSTF/RE Building WS-100 WSTF, NM 88004 (575) 524-5727	TBD WSTF- Building WSTF, NM 88004 (575) 524-

ARTICLE F-2 ORDERING PROCEDURES

A. To the maximum extent possible, the Contracting Officer or authorized Contracting Point of Contact (CPC) will issue written delivery orders (DOs) prior to the first day of the month, quarter, or other mutually acceptable period of time to cover the delivery point's projected requirement not-to-exceed one year. The DOs will be issued in writing on a Standard Form 1449, Optional Form 347, or equivalent, and will include:

1. Estimated quantity of product to be delivered during the effective period of the order. The Contractor shall not deliver more than this quantity without the prior approval of the Contracting Officer or the respective CPC.
2. Contract Number and Delivery Order Number.
3. Period in which deliveries shall be made pursuant to such orders.
4. Receiving destination(s).

5. Necessary shipping instructions, including "Mark For" data.
 6. The Delivery Order value and the total funds available (Articles G-2 and G-3).
- B. Amendments to delivery orders will be issued in writing on a Standard Form 30, Optional Form 347, or equivalent, in the same manner as original orders with an alpha suffix added. In emergencies or special situations, the Contracting Officer or CPC may issue orders orally or by facsimile. The Contracting Officer or CPC will promptly execute a written DO or amendment to confirm all oral or facsimile orders.
 - C. The CPC will send two (2) copies of all Delivery Orders and amendments to:
 NASA/KSC
 Mail Code: TA-D2-B
 Kennedy Space Center, FL 32899
 - D. A Request for Shipment (RFS) for Liquid Hydrogen supplies against the written DOs will be issued by the Requirements Point of Contact (RPC) at the delivery point(s) specified in Article F-1. All such RFSs from the RPCs are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, the contract shall control. When the RPC makes a RFS against a DO issued as specified in A., above, the Contractor agrees to initiate the shipment of product as promptly as is necessary to ensure that the specified product can be delivered to the destination by the time and/or date required. Normal receiving hours for the delivery point(s) are specified in Article F-1. However, when required by any order placed under this contract, the Contractor agrees to deliver product seven days a week, 24 hours a day, including all holidays.
 - E. A Request for Shipment against the written DOs will be placed by the RPC no later than Thursday of each week preceding the week the delivery is to be made. Verbal RFSs will be confirmed in writing as promptly as possible. Under unusual circumstances, all orders shall be accepted with a minimum of 48 hours notice.
 - F. The Contractor shall bill the receiving destination as specified on the DO. The Finance Point of Contact (FPC) will coordinate all funding and payment issues and provide two (2) copies of certified invoices to the address in section C above.
 - G. In the event of a conflict, the Contractor shall try to resolve all issues with the receiving destination's CPC first. If the parties are unable to reach a mutually acceptable solution, the Contracting Officer will evaluate the issues presented by the parties and render a final decision.
 - H. The NASA Liquid Hydrogen Manager at Kennedy Space Center retains all Management responsibilities for this contract and will establish priority scheduling if conflicts occur.
 - I. Any unauthorized over-shipment of the total quantity on order will be solely at the Contractor's risk and the Government shall not be obligated to pay for such unauthorized over-shipments.

ARTICLE F-3 PLANT SOURCE

The LH2 to be delivered under this contract will normally be shipped from the Contractor's production plant located at the following addresses:

Praxair, Inc.		Praxair, Inc
Industrial Road	or	5735 E. Airport Drive
McIntosh, AL 36553		Ontario, CA 91761